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*Attorneys for Plaintiffs and the Putative Class*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

*In re: Kia Engine Litigation*

Case No.: 8:17-cv-00838-JLS-JDE

The Honorable Judge Josephine L. Staton  
Original Complaint filed: May 10, 2017

**SECOND CONSOLIDATED CLASS  
ACTION COMPLAINT**

1. Violation of the California Consumer Legal Remedies Act (Cal. Civ. Code § 1750, *et seq.*);
2. Violation of California Unfair Competition Laws (Cal. Bus. & Prof. Code § 17200);
3. Violation of California False Advertising Law (Cal. Bus. & Prof. Code §§ 17500, *et seq.*);
4. Violation of Maine Unfair Trade Practices Act (Me. Rev. Stat. Ann. tit. 5, § 205, *et seq.*);
5. Breach of Express Warranty;
6. Breach of Implied Warranty;
7. Breach of Written Warranty Under the Magnuson-Moss Warranty Act (15 U.S.C. § 2301, *et seq.*);
8. Common Law Fraud;

9. Breach of the Duty of Good Faith and Fair Dealing;  
 10. Violation of the Song-Beverly Act – Breach of Implied Warranty (Cal. Civ. Code §§ 1792, 1791.1, *et seq.*)

**DEMAND FOR JURY TRIAL**

**PLAINTIFFS’ SECOND CONSOLIDATED CLASS ACTION COMPLAINT**

Plaintiffs Christopher Stanczak, Rose Creps, Cara Centko, and Jenn Lazar bring this action against Defendants Kia Motors America, Inc. (“KMA”), and Does 1 through 10 (collectively “Defendants”), by and through their attorneys, individually and on behalf of all others similarly situated, and allege as follows:

**INTRODUCTION**

1. This is a class action lawsuit brought by Plaintiffs on behalf of themselves and a class of current and former owners and lessees with Theta 2.0-liter and 2.4-liter gasoline direct injection engines (the “GDI Engines”) installed in certain 2011-2016 Kia Optima, Sorento and Sportage vehicles (the “Class Vehicles”).<sup>1</sup>

2. This action arises from Defendants’ failure to disclose to Plaintiffs and similarly situated consumers, despite their longstanding knowledge, that the engines in the Class Vehicles contain, *inter alia*, a latent defect that results in the restriction of oil flow through the connecting rod bearings, as well as to other vital areas of the engine. This defect – which typically manifests itself during and shortly after the limited warranty period has

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<sup>1</sup> Plaintiffs reserve the right to amend or add to the vehicle models and model years included in the definitions of Class Vehicles after conducting discovery. Upon information and belief, the engines in the Class Vehicles are identically designed and manufactured.

1 expired – will cause the Class Vehicles to experience vehicle stalling during operation and  
2 catastrophic engine failure.

3 3. Significantly, the presence of this defect, resulting in restricted oil flow within  
4 the engine, poses a safety risk to the operator and passengers of the Class Vehicles. The  
5 failure to have sufficient engine lubrication can cause complete and catastrophic engine  
6 failure while the Class Vehicles are in operation at any time and under any driving  
7 conditions or speed. This exposes the driver and occupants of the Class Vehicles, as well  
8 as others who share the road with them, to an increased risk of accident, injury, or death.  
9 As discussed further herein, numerous owners and lessees of the Class Vehicles have  
10 experienced engine damage and catastrophic failure while operating the Class Vehicles,  
11 thus placing themselves and those around them in immediate danger.

12 4. Not only did Defendants actively conceal the fact that particular components  
13 within the Class Vehicles' engines are prone to failure, they did not reveal that the existence  
14 of the defect would diminish the intrinsic and resale value of the Class Vehicles and lead  
15 to the safety concerns described herein.

16 5. Defendants have long been aware of the defect described herein, yet  
17 Defendants have routinely refused to repair the Class Vehicles without charge when the  
18 defect manifests. Indeed, in many cases Defendants have even refused to disclose the  
19 existence of the defect when Class Vehicles displaying symptoms consistent with the  
20 defect are brought in for service, instead choosing to ignore the defect until it has caused  
21 significant mechanical problems necessitating costly repairs.

22 6. Many other owners and lessees of the Class Vehicles have communicated with  
23 Defendants and/or their agents to request that they remedy and/or address the defect and/or  
24 resultant damage at no expense. Defendants have routinely failed to do so even within the  
25 warranty period.

26 7. Defendants have also refused to take any action to correct this concealed  
27 defect when it manifests in the Class Vehicles outside of the warranty period. Because the  
28 defect can manifest shortly outside of the warranty period for the Class Vehicles – and

1 given Defendants' knowledge of this concealed, safety-related defect – Defendants'  
2 attempt to limit the warranty with respect to the engine defect is unconscionable and  
3 unenforceable here.

4 8. Despite notice and knowledge of the defect from the numerous complaints it  
5 has received, information received from dealers, National Highway Traffic Safety  
6 Administration ("NHTSA") complaints, and their own internal records, including pre-sale  
7 durability testing, Defendants have not recalled and/or offered an adequate engine repair  
8 to the Class Vehicles, offered their customers suitable repairs or replacements free of  
9 charge, or offered to reimburse their customers who have incurred out-of-pocket expenses  
10 to repair the defect.

11 9. As a result of Defendants' unfair, deceptive and/or fraudulent business  
12 practices, owners and/or lessees of the Class Vehicles, including Plaintiffs, have suffered  
13 an ascertainable loss of money and/or property and/or loss in value. The unfair and  
14 deceptive trade practices committed by Defendants were conducted in a manner giving rise  
15 to substantial aggravating circumstances.

16 10. Had Plaintiffs and other Class Members known of the defect at the time of  
17 purchase or lease, they would not have bought or leased the Class Vehicles, or would have  
18 paid substantially less for them.

19 11. Plaintiffs are also informed and believe, and on that basis allege, that as the  
20 number of complaints increased, and Class Members grew dissatisfied with the  
21 performance of the Class Vehicles, Defendants were forced to acknowledge that the Class  
22 Vehicles suffer from an inherent defect.

23 12. As a result of the defect and the monetary costs associated with attempting to  
24 repair the defect, Plaintiffs and the Class Members have suffered injury in fact, incurred  
25 damages, and have otherwise been harmed by Defendants' conduct.

26 13. Accordingly, Plaintiffs bring this action to redress Defendants' violations of  
27 the consumer protection statutes of California and Maine and also seek recovery for  
28

1 Defendants' breach of express warranty, breach of implied warranty, breach of the duty of  
2 good faith and fair dealing, and common law fraud.

### 3 **JURISDICTION**

4 14. This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C.  
5 § 1332 of the Class Action Fairness Act of 2005 because: (i) there are 100 or more class  
6 members, (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive  
7 of interest and costs, and (iii) there is minimal diversity because at least one plaintiff and  
8 one defendant are citizens of different States. This court has supplemental jurisdiction over  
9 the state law claims pursuant to 28 U.S.C. § 1367.

10 15. This Court has personal jurisdiction over Defendants because they have  
11 conducted substantial business in this judicial district, and intentionally and purposefully  
12 placed Class Vehicles into the stream of commerce within the districts of California and  
13 throughout the United States.

### 14 **VENUE**

15 16. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391 because  
16 KMA maintains its corporate headquarters in this district, Defendants transact business in  
17 this district, are subject to personal jurisdiction in this district, and therefore are deemed to  
18 be citizens of this district. Additionally, there are one or more authorized Kia dealers within  
19 this district and Defendants have advertised in this district and have received substantial  
20 revenue and profits from their sales and/or leasing of Class Vehicles in this district;  
21 therefore, a substantial part of the events and/or omissions giving rise to the claims  
22 occurred, in part, within this district.

### 23 **PARTIES**

#### 24 **A. Plaintiff Chris Stanczak**

25 17. Plaintiff Chris Stanczak is a citizen of the State of California, and currently  
26 resides in Lincoln, California.

27 18. On or about October 8, 2014, Plaintiff Stanczak leased a new 2015 Kia  
28 Optima LX (VIN: KNAGM4A73F5554289) from Roseville Mitsubishi-Kia located in

1 Roseville, California. Prior to purchasing his vehicle, Plaintiff reviewed the window sticker  
2 placed on the vehicle by Defendants. The window sticker advertised the various features  
3 of the vehicle (such as the price, specifications, gas mileage, equipment and warranty  
4 details and crash test ratings) and Plaintiff relied on the advertisements contained within  
5 the window sticker when deciding to purchase the vehicle. The window sticker did not  
6 state the vehicle suffered from any defects.

7 19. During his lease term, Plaintiff purchased his 2015 Kia Optima LX.

8 20. Plaintiff Stanczak purchased (and still owns) this vehicle, which is used for  
9 personal, family and/or household uses.

10 21. On or about August 22, 2016, while driving on the highway, Plaintiff Stanczak  
11 began to hear an unusual engine noise upon acceleration. He then brought his vehicle to  
12 Roseville Mitsubishi-Kia, an authorized Kia dealership located in Roseville, California,  
13 that same day. At the time, his vehicle had approximately 59,787 miles on the odometer  
14 and was still under warranty by Kia.

15 22. As a result of the defect, Roseville Kia had Plaintiff Stanczak's vehicle in its  
16 possession for diagnosis until on or about August 30, 2016. A service technician found,  
17 and notated in the repair order, that they had discovered metal shavings inside the vehicle's  
18 engine and that the vehicle's engine would need to be replaced. Plaintiff Stanczak then  
19 requested that such needed repairs be completed at no charge pursuant to the terms of the  
20 factory warranty. Plaintiff Stanczak's request was denied.

21 23. Because Plaintiff Stanczak was denied the requested warranty repair, he then  
22 took his vehicle home so that he could obtain a second opinion. On the following day,  
23 while Plaintiff Stanczak was merging onto a highway, the engine in his vehicle seized and  
24 catastrophically failed while traveling at approximately 35 miles per hour. Fortunately,  
25 Plaintiff Stanczak was able to quickly pull his vehicle to the side of the road. He then  
26 phoned for road service and paid approximately \$180 to have his vehicle towed back to  
27 Roseville Mitsubishi-Kia.

1           24. Plaintiff Stanczak's vehicle remained at Roseville Mitsubishi-Kia from  
2 August 31, 2016, until October 3, 2016. Representatives of Roseville Mitsubishi-Kia  
3 initially informed Plaintiff Stanczak that the vehicle's long block<sup>2</sup> needed to be replaced,  
4 but that the necessary parts were on nationwide backorder.

5           25. Plaintiff Stanczak then contacted Kia's corporate offices and requested that  
6 Kia cover the necessary repairs under its warranties. Kia's corporate representative  
7 declined to honor Plaintiff Stanczak's request. Plaintiff Stanczak also requested rental car  
8 coverage since he was without his vehicle, which Kia also declined. Kia also informed  
9 Plaintiff Stanczak that the long block for his vehicle was actually no longer in production  
10 and, as a result, they needed to order a used long block.

11           26. Roseville Mitsubishi-Kia quoted Plaintiff Stanczak approximately \$3,200 for  
12 the used engine. Plaintiff Stanczak inquired where it was ordering the engine from so he  
13 could check the price. Upon further investigation, Plaintiff Stanczak found that the price  
14 for the engine was actually \$2,210 and that the dealership was attempting to charge him a  
15 \$1,000 "finder's fee" on the engine.

16           27. Plaintiff Stanczak purchased the engine himself from Kia's source and had it  
17 shipped to the dealership. Plaintiff Stanczak paid Roseville Mitsubishi-Kia approximately  
18 \$1,980.00 for labor to install the used engine in his vehicle.

19           28. At all times relevant herein, Plaintiff Stanczak adhered to Kia's recommended  
20 maintenance intervals.

21           29. Plaintiff Stanczak has suffered an ascertainable loss as a result of the engine  
22 defect, Defendant's omissions and/or misrepresentations associated with the engine defect,  
23 including, but not limited to, out of pocket losses associated with the engine defect,  
24 diminished value of his vehicle, and other consequential damages.

25  
26  
27 <sup>2</sup> "Long block" is an automotive term for an engine sub-assembly that consists of the  
28 assembled engine block, crankshaft, pistons, connecting rods, cylinder head, camshafts,  
and valve train.

1           30. Neither Defendant, nor any of their agents, dealers, or other representatives  
2 informed Plaintiff Stanczak of the existence of the defect prior to, or any time after, his  
3 purchase.

4 **B. Plaintiff Rose Creps**

5           31. Plaintiff Rose Creps is a citizen of the State of Maine, and currently resides in  
6 Auburn, Maine.

7           32. On or about April 21, 2015, Plaintiff Creps purchased a new 2015 Kia Optima  
8 EX (VIN: 5XXGN4A79FG394415) from Rowe Kia Auburn, an authorized Kia dealership  
9 located in Auburn, Maine. Prior to purchasing her vehicle, Plaintiff reviewed the window  
10 sticker placed on the vehicle by Defendants. The window sticker advertised the various  
11 features of the vehicle (such as the price, specifications, gas mileage, equipment and  
12 warranty details and crash test ratings). The window sticker did not state the vehicle  
13 suffered from any defects.

14           33. Plaintiff Creps relied on these representations and purchased (and still owns)  
15 this vehicle, which is used for personal, family and/or household uses.

16           34. In or about July 23, 2016, with approximately 43,473 miles on the odometer,  
17 while accelerating to merge onto a highway, Plaintiff Creps heard a loud banging noise  
18 originating from the engine. Plaintiff Creps immediately pulled over and called Rowe Kia  
19 Auburn and made an appointment to bring her vehicle in so that the dealership could  
20 evaluate it as the vehicle was still under warranty by Kia.

21           35. The dealership informed Plaintiff Creps that her PCV valve was “bad” and  
22 needed to be replaced. The dealership also informed Plaintiff Creps that they found sludge  
23 in the engine oil. Plaintiff Creps requested warranty repairs and the dealership informed  
24 her that the PCV valve would be replaced under Kia’s warranty but that it would not “clean  
25 the engine” of the sludge under the warranty and required Plaintiff Creps to pay  
26 approximately \$294.71 for this service, which Plaintiff Creps paid.

1           36. In or about early August 2016, Plaintiff Creps was driving her vehicle in New  
2 Jersey when she accelerated to merge across traffic and her vehicle again made a loud  
3 knocking noise before it shut off entirely and stalled during operation.

4           37. Plaintiff Creps had her vehicle towed to a Kia dealership in New Jersey who  
5 examined it, filled it with oil, and instructed her to drive it back to her dealership in Auburn,  
6 Maine, which Plaintiff Creps did.

7           38. Plaintiff Creps brought her vehicle to Rowe Kia Auburn on or about August  
8 8, 2016, with approximately 44,688 miles on the odometer, and requested no-cost repairs  
9 under the terms of Kia's warranties. The dealership informed Plaintiff Creps that her engine  
10 needed to be replaced. The dealership also informed Plaintiff Creps that she needed to  
11 produce documentation for all oil changes in order to receive warranty repairs, otherwise  
12 she would be required to pay out of pocket for any repairs.

13           39. At all times relevant herein, Plaintiff Creps adhered to Kia's recommended  
14 maintenance intervals. Plaintiff Creps, however, did not keep receipts of each and every  
15 oil change.

16           40. Plaintiff Creps brought the oil change receipts that she did have to Rowe Kia  
17 Auburn. Regardless, the dealership denied her warranty claim, and quoted her  
18 approximately \$5,324.21 in parts and labor to complete the required engine replacement.

19           41. Plaintiff Creps then contacted Kia's corporate office and again requested her  
20 engine be replaced under warranty. Kia corporate denied her request but offered her a credit  
21 of approximately \$1,200.00 as a goodwill gesture, which Plaintiff Creps declined.

22           42. During this time, Plaintiff Creps was unable to drive her vehicle and paid  
23 approximately \$576.93 for a rental car from August 8, 2016, until August 26, 2016.

24           43. After being denied warranty repairs by both Rowe Kia Auburn and Kia's  
25 corporate office, Plaintiff Creps was forced to pay \$5,324.21 to replace her engine.

26           44. Plaintiff Creps has suffered an ascertainable loss as a result of the defect,  
27 Defendant's omissions and/or misrepresentations associated with the engine defect,  
28

1 including, but not limited to, out-of-pocket losses associated with the engine defect,  
2 diminished value of her vehicle, and other consequential damages.

3 45. Neither Defendant, nor any of its agents, dealers, or other representatives  
4 informed Plaintiff Creps of the existence of the defect prior to, or any time after, her  
5 purchase.

6 **C. Plaintiff Cara Centko and Plaintiff Jenn Lazar**

7 46. Plaintiff Cara Centko is a resident of Oregon, residing in Portland, Oregon.

8 47. Plaintiff Jenn Lazar is a resident of Oregon, residing in Portland, Oregon.

9 48. In September of 2014, Plaintiffs Centko and Lazar leased a 2015 Kia Sorento  
10 from Kia of Valencia in California. Plaintiffs Centko and Lazar leased this vehicle for  
11 personal, family and/or household uses. Prior to leasing their vehicle, Plaintiffs reviewed  
12 the window sticker placed on the vehicle by Defendants. The window sticker advertised  
13 the various features of the vehicle (such as the price, specifications, gas mileage, equipment  
14 and warranty details and crash test ratings). The window sticker did not state the vehicle  
15 suffered from any defects.

16 49. Both leased the vehicle in reliance on Kia's representations that they were  
17 receiving a safe, usable vehicle. However, in December 2016, the vehicle began  
18 experiencing major issues with the engine and it became noisier and noisier. The vehicle  
19 also smoked and the functionality was impaired. When Plaintiffs took the vehicle in to be  
20 inspected, they were told that oil sludge was causing the performance issues and ultimately  
21 Kia of Portland, an authorized dealership located in Portland, Oregon, recommended they  
22 replace the engine long block. As the vehicle was still under warranty, Plaintiffs believed  
23 that Kia would do the needed repairs in accordance with the warranty terms.

24 50. Plaintiffs presented the car to the dealer for repair and/or inspection on  
25 December 19, 2016 with approximately 25,501 miles on the odometer. The dealership  
26 informed Plaintiffs that they needed to produce documentation for all oil changes in order  
27 to receive warranty repairs, otherwise they would be required to pay out of pocket for any  
28 repairs.

1           51. At all times relevant herein, Plaintiffs adhered to Kia's recommended  
2 maintenance intervals. Plaintiffs, however, did not keep receipts of each and every oil  
3 change. Plaintiffs produced the receipt they had and showed the dealer charges to their  
4 credit card for other oil change events. Regardless, the dealership denied their warranty  
5 claim, and stated unless Plaintiffs paid for a full diagnostic the dealership would not give  
6 an estimate.

7           52. Plaintiffs contacted Kia Leasing at least five times and Kia of America at least  
8 three times seeking resolution. Despite repeated contacts and demands for estimates to  
9 make the repairs to the vehicle and install the needed "new engine," as it was referred to  
10 by Kia on the phone, no estimate for repairs was provided. Plaintiffs refused to pay for a  
11 full diagnostic as all issues should have been resolved under warranty.

12           53. Plaintiffs took the car home and continued to honor their lease and make  
13 payments of \$299.30 per month until the contract was fulfilled. At the end of the lease, the  
14 car was surrendered and transported to Kia of Portland for preservation and storage during  
15 the pendency of this litigation.

16           54. Plaintiffs had performed all things agreed to or required under the lease  
17 agreement and warranty, except as may have been excused or prevented by the conduct of  
18 Kia. However, Kia refused to honor the warranty on the vehicle.

19           55. Plaintiffs have suffered an ascertainable loss as a result of the defect,  
20 Defendant's omissions and misrepresentations associated with the Defect, including but  
21 not limited to out of pocket loss associated with the repair of the Defect as well as the  
22 diminished value of their vehicle occasioned by the engine defect.

23           56. Neither Kia nor any of its agents, dealers, or other representatives informed  
24 Plaintiffs of the existence of the Defect or defective vehicle design, manufacture, or  
25 materials prior to purchase. Similarly, despite efforts to get Kia to accept responsibility  
26 following manifestation of the engine defect in Plaintiffs' vehicle, Kia has continued to  
27 deny the existence of a defect and to actively conceal its existence.  
28

1 **D. Defendant KMA**

2 57. Defendant KMA is an automobile design, manufacturing, distribution, and/or  
3 service corporation doing business within the United States. Furthermore, Defendant KMA  
4 designs, develops, manufactures, distributes, markets, sells, leases, warrants, services, and  
5 repairs passenger vehicles, including the Kia Class Vehicles.

6 58. Defendant KMA is incorporated and headquartered in the state of California  
7 with its principal place of business at 111 Peters Canyon Road, Irvine, California 92606.  
8 KMA is the U.S. sales and marketing division, which oversees sales and other operations  
9 across the United States. KMA distributes Kia vehicles and sells these vehicles through its  
10 network of more than 755 dealerships. Money received from the purchase or lease of a Kia  
11 vehicle from a dealership flows from the dealer to KMA.

12 59. Upon information and belief, the distribution, service, repair, installation, and  
13 decisions regarding the GDI Engine as it relates to the engine defect within the Kia Class  
14 Vehicles was performed by Defendant KMA.

15 60. Upon information and belief, Defendant KMA developed the post-purchase  
16 owner's manuals, warranty booklets, and information included in maintenance  
17 recommendations and/or schedules for the Kia Class Vehicles.

18 61. KMA engages in continuous and substantial business in California.

19 62. The true names and capacities of the defendants sued herein as DOES 1  
20 through 10, inclusive, are currently unknown to Plaintiffs, who therefore sue such  
21 defendants by such fictitious names. Each of the defendants designated herein as a DOE is  
22 legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will  
23 seek leave of Court to amend this Complaint to reflect the true names and capacities of the  
24 defendants designated herein as DOES when such identities become known.

25 **CALIFORNIA LAW APPLIES**

26 63. It is appropriate to apply California law to the nationwide claims because  
27 California's interest in this litigation exceeds that of any other state.  
28

64. As discussed above, Defendant KMA is located in Irvine, California and is the sole entity in the contiguous 48 U.S. states responsible for distributing, selling, leasing and warranting Kia vehicles.

65. KMA maintains customer relations, engineering, marketing, and warranty departments at their corporate headquarters in this district. KMA's customer service complaint address is Kia Motors America Consumer Affairs Department, P.O. Box 52410, Irvine, California 92619-2410. KMA's customer relations departments are responsible for fielding customer complaints and monitoring customer complaints posted to their respective websites or third-party websites. KMA's warranty and engineering departments are both responsible for the decisions to conceal the engine defect from KMA's prospective customers, and for instituting a policy to systematically deny warranty coverage to those who experienced engine failure caused by the defect.

66. Based on the foregoing, such policies, practices, acts, and omissions giving rise to this action were developed in, and emanated from, KMA's headquarters in Irvine, California. As detailed below, KMA also came to know, or should have come to know, of the engine defect through the activities of their divisions and affiliated entities located within California. Accordingly, the state of California has the most significant relationship to this litigation and its law should govern.

### **TOLLING OF STATUTES OF LIMITATIONS**

67. Any applicable statute(s) of limitations have been tolled by Defendants' knowing and active concealment and denial of the facts alleged herein. Plaintiffs and the members of the Class could not have reasonably discovered the true, latent nature of the engine defect until shortly before this class action litigation was commenced.

68. In addition, even after Plaintiffs and Class Members contacted Defendants and/or their authorized dealers for vehicle repairs concerning the engine defect, they were routinely told by Defendants and/or through their dealers that the Class Vehicles were not defective. As described below, the true cause of the premature and catastrophic failure in the Class Vehicles is a defect that results in restricted oil flow.

69. Defendants were and remain under a continuing duty to disclose to Plaintiffs and the Members of the Class the true character, quality, and nature of the Class Vehicles, that the manufacturing defect will result in restricted oil flow and catastrophic engine failure, and that the defect will require costly repairs, pose safety concerns, and diminish the resale value of the Class Vehicles. As a result of the active concealment by Defendants, any and all applicable statutes of limitations otherwise applicable to the allegations herein have been tolled.

## **FACTUAL ALLEGATIONS**

### **A. The Defective Engine Components within the Class Vehicles**

70. Kia Motors Corporation (“KMC”), one of the leading motor vehicle manufacturers in Korea, was established in December, 1944 under the laws of the Republic of Korea to manufacture and sell a range of passenger cars, recreational vehicles and other commercial vehicles in the domestic and international markets. As of December 31, 2016, Kia Motors Corporation’s largest shareholder is Hyundai Motor Company, which holds 33.88 percent of KMC’s stock.<sup>3</sup>

71. KMA is the American sales, marketing, and distribution arm of KMC. KMA offers a complete line of vehicles through more than 755 dealers throughout the United States.

72. Upon information and belief, certain GDI Engines, which KMC and Defendant KMA used in the Class Vehicles, were manufactured by Hyundai Motor Company.

#### **1. The GDI Engines**

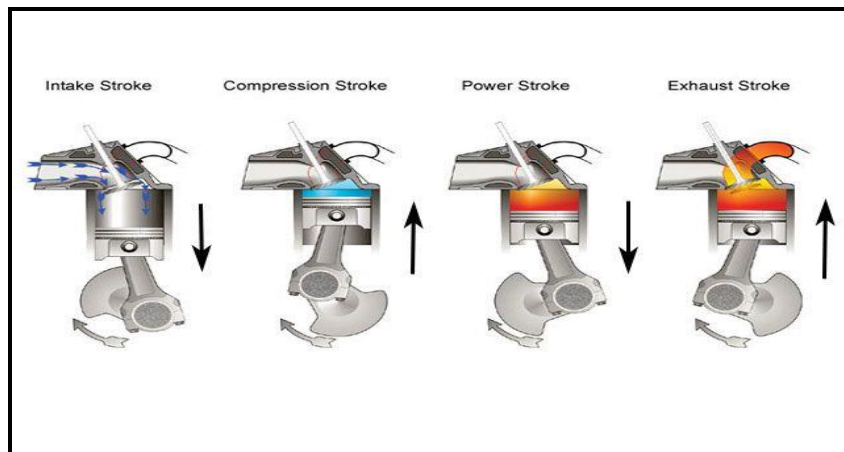
73. The Theta 2.0 liter and 2.4 liter engines contained in the Class Vehicles contain a gasoline direct-injection (“GDI”) fuel delivery system. Kia advertises that “[i]t’s the Gasoline Direct Injection engine that helps a Kia deliver outstanding performance—in

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<sup>3</sup> [http://www.kia.com/worldwide/about\\_kia/investor\\_relations/annual\\_report.do](http://www.kia.com/worldwide/about_kia/investor_relations/annual_report.do) (2016 Annual Report, pg. 67) (last visited August 7, 2017).

both power and fuel use. GDI injects highly-pressurized fuel directly into the cylinders during the engine's combustion cycle. The result is an increased quality of combustion and efficiency. By making smarter use of fuel, GDI also reduces emissions. What the driver experiences is still the most critical element of any powertrain technology. And with GDI, the driver enjoys smooth, powerful acceleration and a longer time between refueling."

74. As background, the GDI Engines contained in the Class Vehicles use four reciprocating pistons to convert pressure into a rotating motion. Gasoline is mixed with air in the combustion chambers of the engine. To generate such rotating motion, a four-step sequence is used (the "Combustion Cycle"). First, the intake stroke begins with the inlet valve opening and a vaporized fuel mixture is pulled into the combustion chamber. Second, the compression stroke begins with the inlet valve closing and the piston beginning its movement upward, compressing the fuel mixture in the combustion chamber. Third, the power stroke begins when the spark plug ignites the fuel mixture, expanding the gases and generating power that is transmitted to the crankshaft. And fourth, the exhaust stroke begins with the exhaust valve opening and the piston moving back up, forcing the exhaust gases out of the cylinder. The exhaust valve then closes, the inlet valve opens, and the Combustion Cycle repeats itself. A diagram of Combustion Cycle is below:



75. The pistons are connected to the crankshaft via the connecting rod. As the connecting rod moves up and down during the Combustion Cycle, this causes the crankshaft to rotate, ultimately resulting in power to the drive wheels of the vehicle.

During this cycle, the crankshaft rotates many thousands of times per minute within each connecting rod. In order to reduce friction and prolong longevity, this design utilizes a bearing placed between the connecting rod and crankshaft surfaces. The connecting rod bearings allow the crankshaft to rotate within the connecting rods during the Combustion Cycle. An exemplar diagram of the piston, connecting rod, connecting rod bearing and crankshaft are shown below:

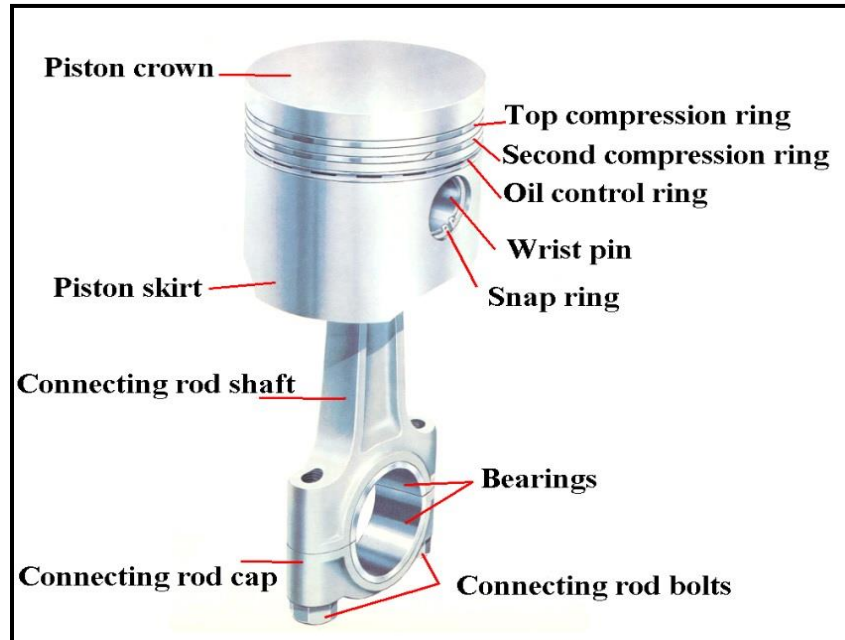
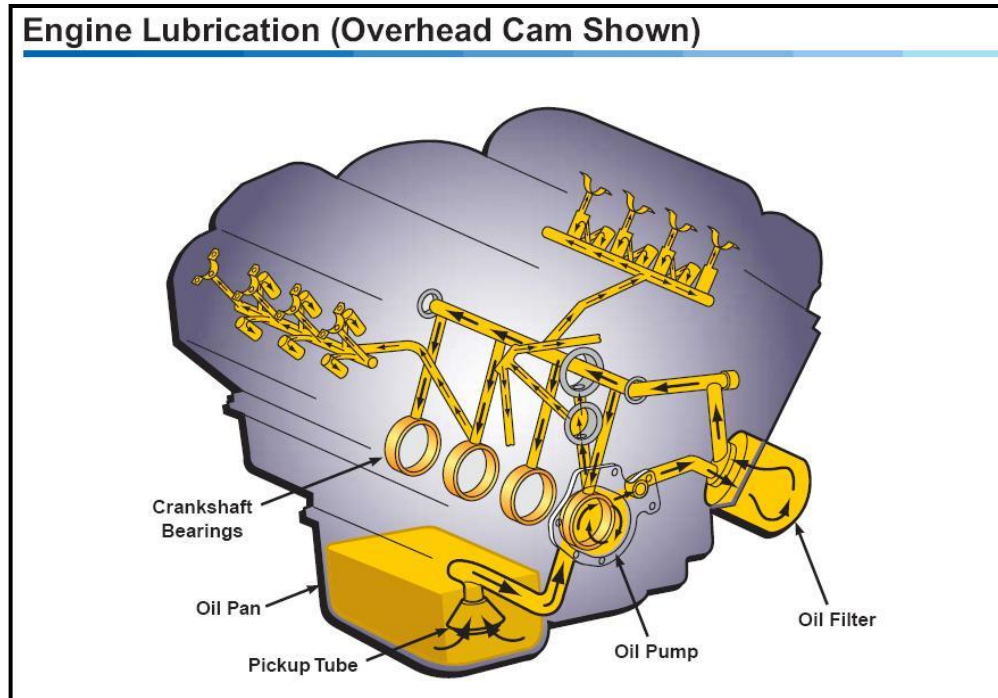


Figure 3-70.—Connecting rod bearings.

76. When the Class Vehicles are in operation, engine oil is used to lubricate the pistons, cylinder walls, connecting rod bearings and other rotating and moving components as the pistons moves up and down through the four-stroke sequence. Engine oil is necessary to reduce wear on moving parts throughout the engine, improve sealing, and cool the engine by carrying away heat from the moving parts. Engine oil also cleans and transports contaminants away from the engine to the engine oil filter. Oil is pumped and pressurized throughout the engine by the oil pump. The oil pump draws oil from the oil pan, located underneath the piston and crankshaft. The oil pump forces engine oil through the oil filter and then through passages in the engine to properly lubricate and reduce friction in internal moving engine components. The oil then returns to the oil pan

1 through small drainage holes located throughout the engine where it will be recirculated  
2 by the oil pump. Below is a diagram illustrating the typical path and channels of engine  
3 oil lubrication in an overhead cam engine:



17 77. The connecting rod bearings are also lubricated with engine oil in order to  
18 allow the crankshaft to rotate within the connecting rods. A close-up picture of a  
19 functional connecting rod bearing is below:

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## 2. Previous GDI Engine Recalls

78. In or around September 10, 2015, Hyundai Motor America publicly recalled certain model year 2011-2012 Sonata vehicles manufactured at Hyundai Motor Manufacturing Alabama and equipped with the 2.4 liter and 2.0 liter GDI Engines. (*See Exhibit 1.*)

79. According to the Hyundai GDI Recall, Hyundai determined that metal debris may have been generated from factory machining operations as part of the manufacturing of the engine crankshaft during December 11, 2009, to April 12, 2012. As a result, and according to the Hyundai GDI Recall:

[i]f the debris is not completely removed from the crankshaft's oil passages, it can be forced into the connecting rod oiling passages restricting oil flow to the bearings. Since bearings are cooled by oil flow between the bearing and journal, a reduction in the flow of oil may raise bearing temperatures increasing the potential of premature bearing wear. A worn connecting rod bearing will produce a metallic, cyclic knocking noise from the

1 engine which increases in frequency as the engine rpm increases.  
 2 A worn connecting rod bearing may also result in illumination of  
 3 the oil pressure lamp in the instrument cluster. If the vehicle  
 4 continues to be driven with a worn connecting rod bearing, the  
 bearing can fail, and the vehicle could stall while in motion.

5 80. Hyundai went on to explain, in Safety Recall Report 15V-568, that it became  
 6 aware of engine-related warranty claims in the field. Furthermore, “[t]he vast majority of  
 7 those claims evidenced that customers were responding to substantial noise, or the  
 8 vehicle’s check engine light, and bringing their vehicles to service as a result of those  
 9 warnings. Many customers also complained after the warranty was no longer available.”

10 81. As a result, Hyundai decided to issue a safety recall for approximately  
 11 470,000 model year 2011-2012 Sonata vehicles manufactured between December 11,  
 12 2009 and April 12, 2012 at Hyundai Motor Manufacturing Alabama and equipped with  
 13 either a 2.0 liter or 2.4 liter Gasoline Direct Injection engine.

14 82. The recall provided notification to owners of the issue, inspection, and  
 15 replacement of the engine assembly, as necessary, free of charge. Additionally, Hyundai  
 16 increased the warranty for the engine sub-assembly (short block) to 10 years/120,000  
 17 miles for both original and subsequent owners.

18 83. In a document filed with NHTSA, attached hereto as Exhibit 2, Kia claims  
 19 the following relevant chronology took place regarding its knowledge of the defect:

- 20 a. **September 2015:** Kia learns of the Hyundai recall related to engine  
 21 damage in 2011-2012 MY Sonata vehicles with Theta engines caused  
 22 by oil blockage from debris left in engines during manufacturing at  
 Alabama plant.
- 23 b. **January–April, 2016:** Engine remanufacturer Translead conducts  
 24 detailed review of all recent Kia warranty returned engines. Translead  
 25 identifies oil delivery issue with Theta GDI engines (Optima, Sportage  
 & Sorento). Low claims rate with no accidents/injuries. Decision:  
 26 monitoring.
- 27 c. **May 5, 2016:** Kia learns of Hyundai Sonata warranty extension  
 program for next two model years after recall (2013 MY-2014 MY).
- 28 d. **May 5-25, 2016:** Kia Motors America, Inc. (KMA) analyzes field data  
 for Theta engine vehicles. No accidents or injuries. Claims are low but

have increased. Customer satisfaction identified as critical complaint factor due to high engine repair costs for vehicles out of warranty (especially used vehicle owners). Decision: extend warranty AND encourage customer repairs before breakage with one customer notice.

- e. **May 25–June 10, 2016:** Kia extends warranty coverage to all 2011-2014 MY Optima owners (original and used) with 2.0L and 2.4L GDI engines to 10 years or 120,000 miles to reduce customer financial burden. Emphasis on customer opportunity to get repair done before engine breakage based on clear knocking noise developing as mutual benefit for both customer and Kia.
- f. **August 24 and 29, 2016:** KMA notifies owners of 2011-2014 Sportage and 2012-2014 Sorento vehicles equipped with 2.0L and 2.4L Theta GDI engines of Warranty Extension Program.
- g. **October 21, 2016:** KMA sees continuing costs related VOQs [Vehicle Owner Questionnaire] and determines dealers are not approving extended warranty repairs due to customer lack of oil maintenance proof. Decision: KMA advises dealers that coverage under the Extended Warranty Program does not require maintenance records.
- h. **March 28, 2017:** Kia makes decision to conduct a voluntary safety recall based on anticipatory risk concerns.

84. As described above, in or around May 25-June 10, 2016, Kia followed Hyundai's lead and notified owners of 2011-14 MY Optima vehicles of issues with the same connecting rod wear which results in knocking noise from the engine. (*See* Exhibits 2 and 3.) As a result, Kia provided all owners with a warranty extension on the "short block"<sup>4</sup> assembly for a period of 10 years starting from the date of first service or 120,000 miles. Kia also alerted owners that if the vehicles continue to be driven with a worn connecting rod bearing, the bearing can fail and may result in engine failure.

85. In April 2017, Hyundai and Kia announced that they were recalling an additional 1.4 million vehicles with the GDI Engines because they received widespread reports that the engines could fail and stall, *i.e.* the same reason for the first recall. This

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<sup>4</sup> Per Kia's description, the short block consists of the engine block, crankshaft and bearings, connecting rods and bearings and pistons. *See* Exhibit 2.

1 recall included the 2013-2014 Hyundai Santa Fe, the 2011-2014 Kia Optima, the 2011-  
2 2013 Kia Sportage, and the 2012-2014 Kia Sorento vehicles. (*See also* Exhibit 4.)

3 86. Despite Kia's recall, Defendant Kia has failed to adequately repair the  
4 recalled 2011-14 Kia Class Vehicles. Instead, the parts required to conduct the repair are  
5 typically unavailable, on nationwide backorder and/or no longer being manufactured.  
6 This has resulted in Class Members being without the use of their vehicles for weeks  
7 and/or months at a time and incurring additional and unreimbursed expenses such as  
8 rental vehicles. Furthermore, when repaired, Kia often utilizes used replacement parts  
9 which fail to adequately place Class Members in the same position as prior to such engine  
10 failures.

11 87. The model year 2015-16 Kia Class Vehicles have also not been recalled  
12 despite being equipped with the same engines and defect as the recalled model year 2011-  
13 14 Kia Class Vehicles, as well as Plaintiffs and Members of the Class notifying Kia about  
14 their engines stalling and failing while being operated. Kia is also aware that these  
15 engines are prone to the same failure and risk to safety as the 2011-14 Class Vehicles yet  
16 has failed to provide the appropriate notice to Class Members, as well as the appropriate  
17 and necessary repairs.

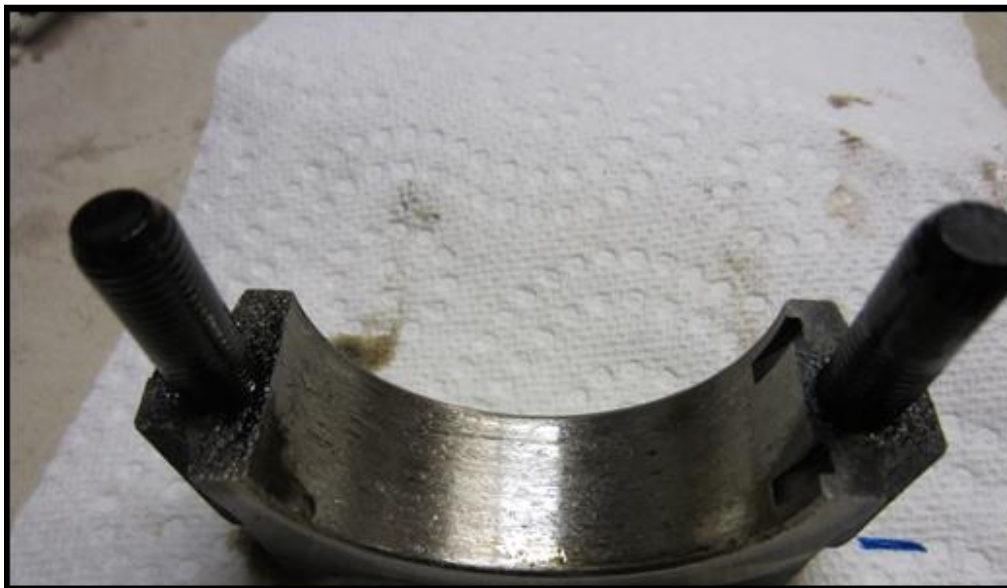
### 18 **3. Engine Failures within the Class Vehicles**

19 88. Upon information and belief, the connecting rod bearings in the GDI  
20 Engines undergo prolonged failure as metal debris circulates throughout the engine via  
21 the engine oil. Over time, and as a result of these contaminants in the oiling system, the  
22 connecting rod bearings begin to fracture. Once the connecting rod bearings fracture,  
23 large amounts of metal debris begins to accumulate in the engine oil. As a result, the oil  
24 becomes so contaminated with metal debris that the oil filter can no longer remove the  
25 plethora of contaminants and maintain the necessary oil pressure within the engine. This  
26 contaminated engine oil is recirculated throughout the engine by the oil pump, causing  
27 damage to the various engine components and eventually results in sudden and  
28

1 unexpected catastrophic engine failure. If the vehicle is being operated on the highway at  
2 the time of the engine failure, it will ultimately result in a high-speed stalling event.

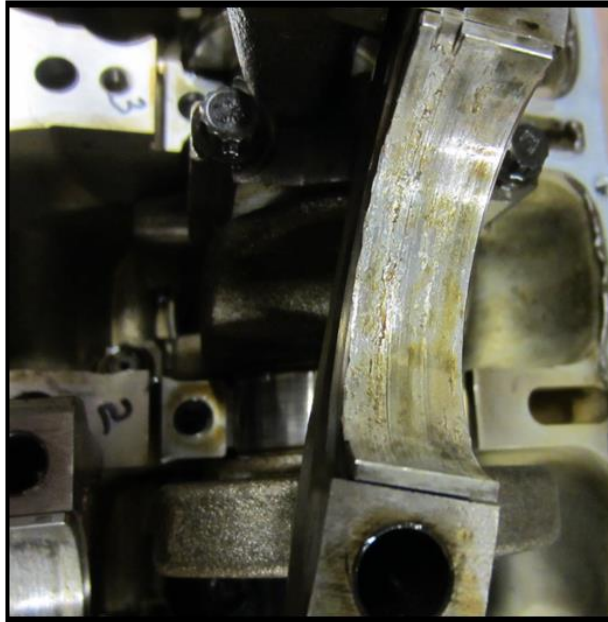
3 89. Additionally, as the connecting rod bearings continue to fracture, the  
4 acceptable tolerances between the bearings, the connecting rod, and the crankshaft  
5 rapidly deteriorate. Eventually, the Class Vehicles begin producing a “knocking” sound  
6 originating from the engine as a result of the deteriorating bearings. In some instances,  
7 the defective connecting rod bearings may eventually cause the piston to break through  
8 the engine block as a result of the deterioration.

9 90. A photograph of a fractured connecting rod bearing removed from a GDI  
10 Engine is included below. As shown in the photograph, the bearing has fractured and  
11 worn away to the point of laying flush along the inside of the connecting rod. A large  
12 fracture is also plainly visible along the bottom left side of the bearing.



23  
24 91. After the connecting rod bearings fail and metal debris is circulated  
25 throughout the engine via the engine oil, damage is caused to other key engine  
26 components. As pictured below, the main cap – which fastens the crankshaft to the engine  
27 – can also be damaged by the metal debris in the engine oil. After the main cap is  
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1 damaged, play between the main cap and engine develops, which also leads to  
2 catastrophic engine failure.



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14 92. As a result of the defect, the Class Vehicles suffer from restricted and  
15 inadequate engine oil lubrication. As explained above, engines are designed to have oil  
16 distributed throughout the engine through lubrication channels. When operating properly,  
17 the engine oil is distributed throughout the engine by the oil pump and then flows back  
18 to the oil pan where it is redistributed throughout the engine.

19 93. In the Class Vehicles, the lubrication channels become clogged and  
20 restricted as a result of the defect, even under normal use and proper maintenance. When  
21 the lubrication channels clog, engine oil is unable to be both pumped throughout the  
22 engine (through the oil pump) and is also unable to adequately return to the oil pan,  
23 causing a condition known as oil starvation. This results in insufficient lubrication  
24 throughout the Class Vehicle's engine, which causes premature wear of the engine  
25 components and catastrophic engine failure.

26 94. The engine defect poses serious safety and security issues for operators and  
27 occupants of the Class Vehicles. By way of example, the California Department of Motor  
28 Vehicles asserts that stalled engines pose a significant safety risk and, as part of its safety

1 curriculum, instructs how to properly respond to a stalled action in order to avoid further  
2 risk of injury.

3 95. NHTSA takes a similar view of engine failure during vehicle operation. For  
4 instance, according to *Forbes*, in 2011 the NHTSA recalled certain Chrysler and Dodge  
5 vehicles due to “engine seizure because of connecting rod bearing failure . . . . Engine  
6 seizure could increase the risk of a crash.”<sup>5</sup>

7 96. Defendants failed to adequately research, design, test, and/or manufacture  
8 the Class Vehicles before warranting, advertising, promoting, marketing, and selling the  
9 Class Vehicles as suitable and safe for use in an intended and/or reasonably foreseeable  
10 manner.

#### 11 **B. Defendant KMA’s Knowledge of the Engine Defect**

12 97. Plaintiffs’ experiences are by no means isolated or outlying occurrences.  
13 Indeed, the internet is replete with examples of blogs and other websites where consumers  
14 have complained of the exact same engine defect within the Class Vehicles and  
15 complaints from earlier model year Kia owners and lessees with the same engines. Upon  
16 information and belief, Defendant KMA, through (1) their own records of customers’  
17 complaints, (2) dealership repair records, (3) records from the National Highway Traffic  
18 Safety Administration (“NHTSA”), (4) warranty and post-warranty claims, (5) internal  
19 pre-sale durability testing, and (6) other various sources, were well aware of the engine  
20 defect but failed to notify consumers of the nature and extent of the problems with the  
21 GDI Engines or provide any adequate remedy.

22 98. KMA routinely monitors the internet for complaints similar in substance to  
23 those quoted below. KMA’s customer relations department routinely monitors the  
24 internet for customer complaints, and KMA has retained the services of third-parties to  
25 do the same. Further, the customer relations division regularly receives and responds to  
26

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27  
28 <sup>5</sup> <http://www.forbes.com/sites/altheachang/2011/09/30/engine-problems-prompt-chrysler-recalls/> (last visited August 7, 2017).

1 customer calls concerning, *inter alia*, product defects. Through these sources, KMA was  
2 made aware of the engine defect. The complaints also indicate KMA's knowledge of the  
3 defect and its potential danger.

4 99. KMA is experienced in the design and manufacture of consumer vehicles.  
5 As an experienced manufacturer, KMA likely conducts testing on incoming batches of  
6 components, including the GDI Engine, to verify that the parts are free from defects and  
7 comply with KMA's specifications. Accordingly, KMA knew or should have known that  
8 the engine used in the Class Vehicles is defective and likely to fail prematurely, costing  
9 Plaintiffs and Class Members thousands of dollars in expenses.

10 100. Moreover, KMA also should have known of the connecting rod bearing  
11 defect and insufficient lubrication channels because of the sheer number of reports of  
12 engine problems relating to the connecting rod bearings and/or lubrication channels. For  
13 instance, KMA's customer relations department, which interacts with Kia-authorized  
14 service technicians in order to identify potentially widespread vehicle problems and assist  
15 in the diagnosis of vehicle issues, has received numerous reports of engine problems  
16 relating to the connecting rod bearings and lubrication channels. Customer relations also  
17 collects and analyzes field data including, but not limited to, repair requests made at  
18 dealerships and service centers, technical reports prepared by engineers that have  
19 reviewed vehicles for which warranty coverage is requested, parts sales reports, and  
20 warranty claims data.

21 101. KMA's warranty department similarly reviews and analyzes warranty data  
22 submitted by its dealerships and authorized technicians in order to identify defect trends  
23 in its vehicles. KMA dictates that when a repair is made under warranty (or warranty  
24 coverage is requested), service centers must provide KMA with detailed documentation  
25 of the problem and the fix that describes the complaint, cause, and correction, and also  
26 save the broken part in case KMA later determines to audit the dealership or otherwise  
27 verify the warranty repair. For their part, service centers are meticulous about providing  
28 this detailed information about in-warranty repairs to KMA because KMA will not pay

1 the service centers for the repair if the complaint, cause, and correction are not sufficiently  
2 described.

3 102. KMA knew or should have known about the engine defect because of the  
4 high number of replacement parts likely ordered from KMA. All Kia service centers are  
5 required to order replacement parts, including engines, piston assemblies, and connecting  
6 rod bearings directly from KMA. Other independent vehicle repair shops that service  
7 Class Vehicles also order replacement parts directly from KMA. KMA routinely monitor  
8 part sales reports, and are responsible for actually shipping parts requested by dealerships  
9 and technicians. Thus, KMA has detailed, accurate, and real-time data regarding the  
10 number and frequency of replacement part orders. The sudden increase in orders for the  
11 GDI Engines and engine components used in the Kia Class Vehicles was known to KMA,  
12 and should have alerted it to the scope and severity of the engine defect.

13 103. In February 2012, KMA issued a technical service bulletin (“TSB”) to its  
14 authorized dealerships regarding an engine knocking noise. TSBs are documents used by  
15 automotive manufacturers to inform dealership technicians about new information,  
16 including vehicle problems, new repair procedures, and improved parts. In TSB  
17 No. ENG114R1, KMA acknowledged that the earlier model years of the Class Vehicles  
18 with identical engines were defective and experienced a “knocking noise.” As a result,  
19 KMA directed dealers to blame the engine defect on the use of aftermarket oil filters and  
20 instructed the dealers to replace the aftermarket oil filter with a genuine Kia oil filter. The  
21 TSB also explained that this “repair” is not covered under warranty. KMA has failed to  
22 provide any post-sale notification to owners and lessees regarding the use of only genuine  
23 Kia oil filters in the Kia Class Vehicles. Instead, KMA attempts to circumvent warranty  
24 obligations related to the engine defect by faulting customers for use of an aftermarket  
25 oil filter. The defective connecting rod bearings and oil lubrication channels are not,  
26 however, caused by the use of an aftermarket engine oil filter. Despite KMA’s knowledge  
27 of this fact, KMA has not informed Plaintiffs of the true cause of the defective connecting  
28 rod bearings and insufficient oil lubrication channels.

1                   **1.       Complaints by Other Class Members**

2                   104. Representative examples of complaints on the NHTSA website regarding  
3 the Kia Class Vehicles are included below (with emphasis supplied in capitalized bold,  
4 underlined letters)<sup>6</sup>:

5                   ***a.       KIA GDI Engine Complaints***

6                   Vehicle: 2015 Kia Optima  
7                   Date Complaint Filed: 05/10/2017  
8                   Date of Incident: 04/28/2017  
9                   Component(s): ENGINE  
                  NHTSA ID Number: 10984694

10                   **SUMMARY:**

11                   ENGINE LOCKED UP DURING ACCELERATION TO 40  
12                   MPH WHY MERGING INTO TRAFFIC FOUND OUT  
13                   ENGINE HAS A BENT ROD. OIL AND COOLENT WHERE  
14                   SUFFICIENT BUT KIA WILL NOT FIX OR REPLACE.  
15                   COULD OF CAUSED MY WIFE TO CRASH OR BE HIT BY  
                  TRAFFIC

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16                   Vehicle: 2015 Kia Optima  
17                   Date Complaint Filed: 05/03/2017  
18                   Date of Incident: 11/26/2016  
19                   Component(s): ENGINE  
20                   NHTSA ID Number: 10983354

21                   **SUMMARY:**

22                   ENGINE LIGHT CAME ON, THEN THE OIL LIGHT. I  
23                   STOPPED TO CHECK OIL. THERE WAS NO OIL ON THE  
24                   DIPSTICK. I CHECKED FOR LEAKS. FOUND NONE. I  
25                   ADDED 2 QUARTS. THE ENGINE WAS KNOCKING. I  
26                   TOOK IT TO THE DEALERSHIP. MY CAR WAS UNDER  
27                   WARRANTY. BUT WOULDN'T REPLACE IT. IT WOULD  
                  COST ME \$7200. SO I TRIED TO DRIVE IT HOME, AND

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28                   <sup>6</sup> The foregoing complaints are reproduced as they appear on the NHTSA website. Any  
                  typographical errors are attributable to the original author of the complaint.

1 IT QUIT.THE ENGINE SHUT DOWN. I HAD TO HAVE IT  
 2 TOWED HOME. THIS WAS IN NOVEMBER 2016. AND IT  
 3 IS STILL DOWN. THEN I HEARD KIA IS GETTING A  
 4 CLASS ACTION LAWSUIT AGAINST THEM, FOR OIL  
 5 FLOW ISSUES. I'M STILL PAYING ON THE CAR. I  
 6 FINANCED THROUGH MY CREDIT UNION. SO THEY  
 7 ALREADY GOT THERE MONEY. I THINK THAT IS WHY  
 8 THEY ARE SCREWING ME OVER. TO BE CLEAR I HAD  
 9 JUST LEFT THE DEALERSHIP WHEN IT QUIT. IT NEVER  
 10 MADE A SOUND, THE DEALERSHIP HAD IT 3 DAYS.

11 Vehicle: 2015 Kia Optima  
 12 Date Complaint Filed: 01/09/2017  
 13 Date of Incident: 11/01/2016  
 14 Component(s): ENGINE  
 15 NHTSA ID Number: 10943930

16 **SUMMARY:**

17 2015 KIA OPTIMA WAS OUT OF OIL @ 22,000 MILES  
 18 AND NO INDICATOR LIGHT HAD GONE ON WHEN IT  
 19 WAS TAKEN TO AN OIL CHANGE. THE OIL CHANGE  
 20 PLACE WAS THE ONE THAT INDICATED THAT THE  
 21 VEHICLE HAD NO OIL IN IT. IT STARTED MAKING  
 22 SOME RATTLING NOISE SPECIALLY GOINT UPHILL SO  
 23 I TOOK IT IN TO KIA SERVICE DEPARTMENT. THEY  
 24 DIAGNOSED IT WITH "SLUDGE" IN THE ENGINE AND  
 25 ENGINE WOULD HAVE TO BE REPLACED. I HAD TO  
 26 PROVE 3 PREVIOUS RECEIPTS OF OIL CHANGES  
 27 OTHERWISE THE WARRANTY WOULD NOT COVER IT.  
 28 I DO NOT HAVE THOSE RECEIPTS AND 16 DAYS  
 LATER TOOK IT TO THE SAME PLACE I DID MOST  
 RECENT OIL CHANGE BECAUSE OIL LIGHT HAD  
 TURNED ON. THE VEHICLE AGAIN HAD NO OIL IN IT.  
 THE TOPPED IT OFF BUT MENTIONED THAT IT WAS  
 NOT NORMAL FOR SUCH A RECENT MODEL TO BE  
 BURNING OIL. VEHICLE IS STILL RUNNING BUT  
 MAKES RATTLING NOISE ONCE IN A WHILE,  
 PRODUCES WHITE SMOKE OUT OF EXHAUST PIPE

1 AND I HAVE TO PUT OIL IN IT EVERY COUPLE OF  
2 DAYS. I CANNOT AFFORD TO BUY A NEW ENGINE. I  
3 AM A SINGLE MOM AND NEEDS A RELIABLE VEHICLE  
4 TO GET TO WORK.

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5 Vehicle: 2015 Kia Optima  
6 Date Complaint Filed: 11/03/2016  
7 Date of Incident: 11/02/2016  
8 Component(s): ENGINE  
9 NHTSA ID Number: 10923952

10 **SUMMARY:**

11 THE VEHICLE WAS IN MOTION AND HAD AN OIL  
12 CHANGE THE PREVIOUS DAY. THE VEHICLE LOST  
13 POWER AND AN AUDIBLE CLICKING OR TAPPING  
14 NOISE CAME ON WHILE DRIVING ON THE HIGHWAY.  
15 MY WIFE HAD JUST ENOUGH TIME TO PULL OFF INTO  
16 A LOCAL BUSINESS AND PARKED THE CAR. I TOOK IT  
17 TO KIA AND THEY ADVISED THERE WAS "SLUDGE" IN  
18 THE ENGINE AND WE HAD NOT BEEN MAINTAIN THE  
19 VEHICLE PROPERLY. OFFERED TO PRODUCE  
20 RECORDS BUT THEY ADVISED THEY STILL WOULD  
21 NOT COVER IT. \*TR

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22 Vehicle: 2015 Kia Optima  
23 Date Complaint Filed: 09/29/2016  
24 Date of Incident: 07/22/2016  
25 Component(s): ENGINE  
26 NHTSA ID Number: 10910586

27 **SUMMARY:**

28 ENGINE FAILURE AT 15 MONTHS OLD AND 42,000  
MILES. KIA DENIED WARRANTY COVERAGE  
BECAUSE I COULD NOT PROVE OIL CHANGES. SAME  
COMPLAINT AS THOUSANDS OF OTHER KIA  
VEHICLES, HAPPENED ABRUPTLY, CAR STARTING  
MAKING LOUD RATTLING NOISE ON ACCELERATION

1 WHILE DRIVING, NO WARNING, SLUDGE IN ENGINE. I  
2 HAD TO PAY OUT OF POCKET FOR A NEW ENGINE TO  
3 BE INSTALLED WITH NO ASSISTANCE FROM KIA OR  
4 MY LOCAL DEALERSHIP.

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5 Vehicle: 2015 Kia Optima  
6 Date Complaint Filed: 09/09/2016  
7 Date of Incident: 06/10/2016  
8 Component(s): ENGINE  
9 NHTSA ID Number: 10905150

10 **SUMMARY:**

11 MY 2015 KIA OPTIMA HAS 23000 MILES.. I COULDN'T  
12 REMEMBER WHEN I HAD THE OIL CHANGED,BUT I  
13 WAS DRIVING ON 75 COMING FROM FLA. THE AC  
14 STOP WORKING AND THEN SHORTLY AFTER THAT  
15 THE CAR STARTED TO SLOW DOWN. IT FINALLY  
16 CAME TO A COMPLETE STOP, WHEN I GOT IT TO THE  
17 KIA DEALERSHIP THEY INFORMED ME THAT THE  
18 ENGINE HAD SEIZED .BECAUSE THE SAID I COULD  
19 NOT PROVE THAT THE OIL HAD BEEN CHANGED,THE  
20 WARRANTY WOULD NOT COVER IT. I BOUGHT THE  
21 CAR BRAND NEW. ONLY HAD IT 15 MONTHS. THERE  
22 WAS NO WARNING LIGHTS OR ANY SIGNS OF  
23 TROUBLE .KIA WILL NOT FIX IT, THEY WANT  
24 ALMOST 8.000 TO PUT IN A NEW ENGINE.

---

25 Vehicle: 2015 Kia Optima  
26 Date Complaint Filed: 09/07/2016  
27 Date of Incident: 09/04/2016  
28 Component(s): ENGINE  
NHTSA ID Number: 10904330

**SUMMARY:**

AS I WAS DRIVING MY 2015 OPTIMA TO THE STORE  
MY CHECK ENGINE LIGHT CAME ON. THE NEXT DAY I  
STARTED MY CAR AND HEARD A RATTLING OR

1 TICKING SOUND, THIS WAS ON LABOR DAY, SO I  
2 TURNED MY CAR OFF AND CALLED THE  
3 DEALERSHIP. DUE TO HOLIDAY THE SERVICE DEPT  
4 WAS NOT OPEN. I CALLED THEM AGAIN ON TUESDAY  
5 SEPT 6TH AND WAS ADVISED THEY WOULD HAVE IT  
6 TOWED. I RECEIVED A PHONE CALL ON TUESDAY  
7 EVENING STATING MY MOTOR HAS SLUDGE AND  
8 NEEDS TO BE REPLACED.

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8 Vehicle: 2015 Kia Optima  
9 Date Complaint Filed: 09/06/2016  
10 Date of Incident: 09/03/2016  
11 Component(s): ENGINE  
12 NHTSA ID Number: 10904201

13 **SUMMARY:**

14 2015 KIA OPTIMA, ONLY 47K MILES....ENGINE  
15 FAILURE...THE DEALERSHIP SAYS ITS SLUDGE... AND  
16 I HAVE TO PROVIDE ALL MY MAINTENANCE  
17 RECORDS. IT STARTED WITH WHITE SMOKE COMING  
18 OUT OF THE TAILPIPE AND LOUD RATTLING NOISE  
19 WHEN I ACCELERATED, THEN THIS PAST SATURDAY,  
20 IT STARTED TO SHAKE VIOLENTLY AND THE CHECK  
21 ENGINE LIGHT WENT ON . I HAD TO GET IT TOWED.  
22 THIS IS KIA'S FAULT!!! NOT MINE. I'VE DONE THE  
23 SAME ROUTINE MAINTENANCE ON MY TOYOTA AND  
24 HONDA WHICH HAD OVER 100K MILES WITH NO  
25 PROBLEMS! I AM BEING TOLD BY KIA THAT IT WON'T  
26 BE COVERED UNDER THE WARRANTY.

---

24 Vehicle: 2015 Kia Optima  
25 Date Complaint Filed: 06/15/2016  
26 Date of Incident: 06/04/2016  
27 Component(s): ENGINE  
28 NHTSA ID Number: 10874312

**SUMMARY:**

1 MY 2015 KIA OPTIMA HAS 26,456 MILES. THE LAST OIL  
 2 CHANGE WAS PERFORMED AT 26,064 MILES. ON 6/4/16  
 3 WHILE DRIVING APPROX. 50MPH IN 3 LANE TRAFFIC  
 4 THE ENGINE SEIZED UP, CAR SHUT DOWN AND  
 5 INTERIOR FILLED WITH SMOKE. HAD VEHICLE  
 6 TOWED TO KIA. WAS TOLD IT NEEDS A NEW ENGINE  
 7 DUE TO SLUDGE IN THE OIL. KIA IS REFUSING TO  
 8 HONOR THE WARRANTY BECAUSE I CANNOT  
 9 PRODUCE RECEIPTS FOR PREVIOUS OIL CHANGES. I  
 10 HAVE RESEARCHED AND MANY OTHER KIA  
 11 VEHICLES ARE HAVING VERY SIMILAR PROBLEMS  
 12 WITH LOW MILES! THERE HAS TO BE SOMETHING  
 13 WRONG THAT KIA IS NOT AWARE OF OR IS JUST NOT  
 14 WILLING TO ADMIT. NOT ONLY WILL THEY NOT FIX  
 15 MY VEHICLE BUT I FEAR SOMEONE IS GOING TO GET  
 16 HURT OR EVEN KILLED. I INFORMED KIA OF MY  
 17 CONCERN BUT THEY DID NOT SEEM TO CARE.

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14 Vehicle: 2015 Kia Optima  
 15 Date Complaint Filed: 05/24/2016  
 16 Date of Incident: 10/15/2015  
 17 Component(s): ENGINE  
 18 NHTSA ID Number: 10870505

19 **SUMMARY:**

20 TL\* THE CONTACT OWNS A 2015 KIA OPTIMA. WHILE  
 21 DRIVING 60 MPH, SMOKE EMITTED FROM THE  
 22 ENGINE COMPARTMENT WITHOUT WARNING. THE  
 23 VEHICLE WAS TAKEN TO THE DEALER. THE  
 24 TECHNICIAN DIAGNOSED THAT THE NUMBER TWO  
 25 CYLINDER WAS DEFECTIVE AND NEEDED TO BE  
 26 REPLACED. THE VEHICLE WAS NOT REPAIRED. THE  
 27 FAILURE MILEAGE WAS 58,000.

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27 Vehicle: 2015 Kia Sorento  
 28 Date Complaint Filed: 04/25/2017

1 Date of Incident: 04/11/2017  
2 Component(s): ENGINE  
3 NHTSA ID Number: 10980556

4 **SUMMARY:**

5 WE STARTED HAVING PROBLEMS AT ABOUT 20,000  
6 MILES. THE CAR WAS PULLING AS WE TRIED TO  
7 ACCELERATE AND SMOKE WOULD BLOW OUT OF  
8 THE TAILPIPE. WE TOOK IT INTO THE DEALERSHIP IN  
9 WHICH THEY STATED WE HAD SLUDGE IN THE  
10 ENGINE. THEY STATED TO MAINTAIN REGULAR OIL  
11 CHANGES, BUT WE WOULD NEED A NEW ENGINE. 4  
12 MONTHS LATER THEY DID AN OIL CHANGE AND  
13 STATED THE OIL WAS CLEAR OF SLUDGE. WITHIN 2  
14 WEEKS, WE HEARD A LOUD BANGING SOUND FROM  
15 THE ENGINE, IT GOT LOUDER AND WAS BARELY  
16 GOING 5 MILES/HR. WE WERE ON A MAJOR ROAD  
17 AND WERE ABLE TO PULL INTO A PARKING LOT. WE  
18 HAD IT TOWED TO THE DEALERSHIP (CENTRAL KIA  
19 OF PLANO). WITHOUT EVEN LOOKING AT IT, THEY  
20 SAID IT WAS THE SLUDGE IN THE ENGINE AND WE  
21 NEEDED OUR ENGINE REPLACED (\$7000). THEY  
22 WOULD NOT EVEN LOOK UNDER THE HOOD UNTIL  
23 WE PAID THEM \$400 TO OPEN IT UP. THEY STATED  
24 THE WORK WOULD NOT BE COVERED UNDER OUR  
25 WARRANTY EVEN THOUGH WE ARE ONLY 2 YEARS  
26 INTO IT AND AROUND 30,000 MILES. I CALLED KIA  
27 CONSUMER AFFAIRS (800-333-4542) AND THEY  
28 CONTACTED THE DEALERSHIP AND THAT'S WHEN  
THEY FINALLY OPENED THE HOOD AND FOUND  
SLUDGE IN THE ENGINE. THEY TOOK PICTURES AND  
SENT IT TO KIA "TECH" IN WHICH OUR CLAIM WAS  
DECLINED DUE TO "LACK OF MAINTENANCE". WE  
PROVIDED RECEIPTS FOR OUR OIL CHANGES. THEY  
DID NOT ACCEPT 3 OF THEM BECAUSE THEY DID NOT  
HAVE A "PO#" AND THEY DID NOT ACCEPT 2 OF MY  
CREDIT CARD RECEIPTS. I TOLD KIA CONSUMER  
AFFAIRS THE 2015'S ARE HAVING THE SAME ISSUES  
AS THE RECALLS 2011-2014. SHE STATED THE DMV IS

1 COLLECTING INFORMATION ON THE 2015'S.  
2 EVERYONE CALL CONSUMER AFFAIRS!! THERE IS AN  
3 ENGINE PROBLEM WITH THE 2015'S AND KIA IS NOT  
4 STANDING BY THEIR WARRANTY. WE HAVE NOT  
5 BEEN PROVIDED A RENTAL CAR. I HAVE ALSO  
6 ESCALATED THIS ISSUE TO KIA'S "ESCALATION  
7 DEPT" IN WHICH THEY STATED TO GET THEM MORE  
8 RECEIPTS AND "TECH" CAN REVIEW THE CASE  
9 AGAIN! I HAVE GATHERED MORE RECEIPTS  
10 INCLUDING HOW OFTEN WE WERE PUTTING OIL IN  
11 BETWEEN OIL CHANGES.

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12 Vehicle: 2015 Kia Sorento  
13 Date Complaint Filed: 08/24/2016  
14 Date of Incident: 07/01/2016  
15 Component(s): ENGINE  
16 NHTSA ID Number: 10898199

17 **SUMMARY:**

18 I WAS DRIVING DOWN THE ROAD WITH MY 4  
19 CHILDREN IN THE CAR AT 45 MPH WHEN ALL OF A  
20 SUDDEN MY CAR COMPLETELY LOST POWER.  
21 LUCKILY I WAS ABLE TO COAST TO THE SIDE OF THE  
22 ROAD. IT WAS OVER A 100 DEGREES OUTSIDE AND  
23 MY 4 KIDS UNDER 6 HAD TO SIT AND WAIT ON A RIDE  
24 IN THE HEAT. THE CAR HAS 40,000 MILES ON IT AND  
25 HAS HAD 7 OIL CHANGES, OF WHICH I HAVE  
26 PROVIDED THE RECEIPTS FOR. THERE IS ENGINE  
27 SLUDGE DESPITE THE FACT THAT THE OIL WAS  
28 CHANGED MORE FREQUENTLY THAN THE MANUAL  
SUGGESTED 7500 MILES,

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29 Vehicle: 2015 Kia Sorento  
30 Date Complaint Filed: 06/23/2017  
31 Date of Incident: 12/01/2014  
32 Component(s): ENGINE

1 NHTSA ID Number: 11000887

2 **SUMMARY:**

3 (AMENDMENTS TO ODI#S: 10668775 & 10663356 -  
4 UPDATE)

5 ON 12/01/2014, I WAS IN A 2015 KIA SORENTO LX  
6 (ENTERPRISE INSURANCE RENTAL) TRAVELING ON  
7 CRABB RIVER ROAD, (A CITY STREET) SUGARLAND,  
8 TEXAS. I FULLY STOPPED AT THE TRAFFIC LIGHTS  
9 BECAUSE IT WAS RED. ONCE LIGHTS TURNED GREEN,  
10 I PUT THE VEHICLE IN MOTION BY STEPPING ON THE  
11 GAS PEDAL TO ACCELERATE BUT THE CAR FELT  
12 REALLY SLUGGISH SO I GAVE IT MORE GAS IN  
13 ORDER TO GAIN ENOUGH SPEED AS I WAS ABOUT TO  
14 GO OVER SOME RAILROAD TRACKS (APPROX. 55+  
15 MPH) WHICH WERE ON A ROAD THAT WAS ON AN  
16 INCLINE. RIGHT AS THE CAR REACHED THE TRACKS,  
17 THE ENGINE STALLED, THE STEERING WHEEL  
18 LOCKED AND I LOST ALL CONTROL OF THE VEHICLE  
19 AND IT DOVE INTO A DITCH; PLOWED DIRECTLY  
20 INTO A STEEL BILLBOARD POLE WHICH WAS  
21 CEMENTED INTO THE GROUND BECAUSE THE  
22 BRAKES BECAME UNRESPONSIVE. THERE WERE NO  
23 WARNING LIGHTS ON THE DASH PRIOR TO THE  
24 CRASH. EVEN THOUGH I WAS FULLY BUCKLED, THE  
25 SEATBELT DID NOT PREVENT MY HEAD FROM  
26 VIOLENTLY HITTING THE WINDSHIELD AND  
27 BOUNCING OFF THE STEERING WHEEL SINCE NONE  
28 OF THE 8 AIRBAGS DEPLOYED. I SUFFERED NEAR  
FATAL INJURIES INCLUDING A BROKEN BACK (L2  
FRACTURE), SPINAL CORD, HEAD, EYE, CHIN, JAWS,  
NECK AND HIP; BROKEN TEETH, PERMANENT  
DISFIGURATION (18 STITCHES), SOME VISION &  
HEARING LOSS FROM NERVE DAMAGE AND PTSD,  
MENTAL ANGUISH, CHRONIC MIGRAINES, EXTREME  
STRESS, TERRIBLE RECURRING NIGHTMARES, ETC.  
I'M A 5'2" WOMAN AND MY CHEST WAS PINNED TO  
THE STEERING WHEEL UPON THE IMPACT WITH THE

1 POLE AND THE FIRE DEPT. HAD TO FREE ME AND  
2 LIFT ME UP TO THE EMTS. I WAS TRANSPORTED TO  
3 THE ER OF A HOSPITAL BY AMBULANCE AND LATER  
4 TRANSFERRED TO THE TRAUMA UNIT OF MEMORIAL  
5 HERMANN HOSPITAL DUE TO THE SEVERITY OF MY  
6 INJURIES.

---

7 Vehicle: 2016 Kia Sorento  
8 Date Complaint Filed: 10/12/2017  
9 Date of Incident: 10/09/2017  
10 Component(s): ENGINE  
11 NHTSA ID Number: 11033167

12 **SUMMARY:**

13 VEHICLE STALLED WHILE DRIVING WITH SPEED ON  
14 NORMANDIE AVE IN TORRANCE CALL TRIPLE FOR  
15 THEM TO TOW IT TO KIA DEALER. RECEIVED A  
16 CALLED FROM DEALER SAYING THE ENGINE BLOWN  
17 OUT. AT 50000 MILES. TECHNICIAN FROM KIA  
18 MENTIONED IT'S A RECALL.

---

19 Vehicle: 2015 Kia Sportage  
20 Date Complaint Filed: 09/13/2017  
21 Date of Incident: 08/23/2017  
22 Component(s): ENGINE  
23 NHTSA ID Number: 11022956

24 **SUMMARY:**

25 I WAS DRIVING ON THE FREEWAY AT 65 MPH IN THE  
26 SLOW LANE WHEN THE CHECK ENGINE LIGHT  
27 SUDDENLY CAME ON, THEN ALL THE SERVICE  
28 LIGHTS LIT UP AND THE CAR BEGAN LOSING POWER.  
LUCKILY, I WAS COMING TO AN OFFRAMP AND WAS  
ABLE TO MAKE IT TO THE END OF THE OFFRAMP  
(SIGNAL) BEFORE THE CAR DIED COMPLETELY. WE  
HAD TO PUSH THE CAR OUT OF THE ROAD AND  
AROUND THE CORNER TO A CURB AS WE WERE

BLOCKING ONE SIDE OF THE OFFRAMP. HAD I NOT BEEN IN THE SLOW LANE AND NEAR AN OFFRAMP, THE CAR WOULD HAVE DIED ON THE FREEWAY WHICH WOULD HAVE BEEN A MUCH MORE DANGEROUS SITUATION. WAS TOLD BY KIA SERVICE DEPT. THAT THE ENGINE BLEW BECAUSE OF SLUDGE IN THE OIL.

***b. Previous Model Year Kia GDI Engine Complaints***

Vehicle: 2011 Kia Optima  
Date Complaint Filed: 10/16/2014  
Component(s): ENGINE  
Date of Incident: 10/12/2014  
NHTSA ID Number: 10645013

**SUMMARY:**

TL\* THE CONTACT OWNS A 2011 KIA OPTIMA. THE CONTACT STATED THAT **WHILE DRIVING 75 MPH AT NIGHT WITH THE CRUISE CONTROL ACTIVATED, THERE WAS SMOKE COMING FROM UNDER THE HOOD AND THE VEHICLE ENGULFED INTO FLAMES.** THE FIRE DEPARTMENT EXTINGUISHED THE FIRE. A POLICE/FIRE REPORT WAS FILED AND THERE WERE NO INJURIES REPORTED. THE VEHICLE WAS DESTROYED AND THE CAUSE OF THE FIRE WAS NOT DETERMINED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 51,500.

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Vehicle: 2011 Kia Optima  
Date Complaint Filed: 04/16/2015  
Date of Incident: 03/31/2015  
Component(s): ELECTRICAL SYSTEM, ENGINE  
NHTSA ID Number: 10706020

**SUMMARY:**

TL\* THE CONTACT OWNS A 2011 KIA OPTIMA. **WHILE**

1 **TRAVELING AT APPROXIMATELY 50 MPH AND**  
2 **ATTEMPTING TO SLOW DOWN FOR A STOP LIGHT,**  
3 **THE VEHICLE STALLED WITHOUT WARNING AND**  
4 **FAILED TO RESTART.** THE VEHICLE WAS TOWED TO  
5 AN AUTHORIZED DEALER WHO DIAGNOSED THAT  
6 THE STARTER BURNED OUT AND THAT THE ENGINE  
7 SEIZED. THE DEALER REPLACED THE STARTER AND  
8 WAS NOT ABLE TO DIAGNOSE THE SOURCE OF THE  
9 FAILURE. THE CONTACT WAS INFORMED THAT A  
10 MORE EXTENSIVE DIAGNOSIS WAS REQUIRED AND  
11 THE ENGINE NEEDED TO BE TAKEN APART. THE  
12 ENGINE FAILURE WAS NOT REPAIRED BY THE  
13 DEALER. THE VEHICLE WAS NOT ABLE TO BE  
14 DRIVEN. THE MANUFACTURER WAS NOTIFIED OF  
15 THE FAILURE. THE FAILURE MILEAGE WAS NOT  
16 AVAILABLE.

17 Vehicle: 2011 Kia Optima  
18 Date Complaint Filed: 05/29/2015  
19 Date of Incident: 05/27/2015  
20 Component(s): ENGINE, SERVICE BRAKES  
21 NHTSA ID Number: 10722186

22 **SUMMARY:**

23 I HAVE A 2011 KIA OPTIMA LX, 2.4 LITER ENGINE.  
24 ALWAYS KEEP UP ON THE MAINTENANCE AND OIL  
25 CHANGES, CAR IS IN GREAT SHAPE. I WAS NOT  
26 EXPERIENCING ANY ISSUES, WARNINGS, NO CHECK  
27 ENGINE/OIL LIGHTS, NO NOISES, ABSOLUTELY  
28 NOTHING. **THEN LAST NIGHT MY CAR JUST**  
**SPUTTERED AND CUT OFF WHILE BEING DRIVEN.**  
**APPARENTLY WHEN THE ENGINE CUTS OFF, SO**  
**DOES THE BRAKES. THERE WAS NO WAY TO PUSH**  
**THE BRAKES, SO I HAD TO TRY TO SAFELY COAST**  
**TO THE SIDE OF THE ROAD, WITH NO BRAKES AND**  
**NO POWER STEERING.** I FINALLY PULLED OVER,  
TRIED TO RESTART THE CAR AND THERE WAS SUCH  
A LOUD KNOCKING NOISE, AND SOME SQUEALING

1 NOISES AS WELL. THE CAR WILL NO LONGER START  
2 EITHER. I HAD A MECHANIC LOOK AT IT TODAY AND  
3 SAYS THE ENGINE IS "JUST GONE." NO  
4 EXPLANATIONS AT ALL. I VERIFIED THAT THE KIA  
5 OPTIMA AND THE HYUNDAI SONATA ARE THE SAME  
6 MANUFACTURER AND USE THE SAME ENGINES. I SEE  
7 THERE ARE WAY MORE COMPLAINTS ABOUT THE  
8 2011 HYUNDAI SONATA WITH THIS SAME ISSUE. I  
9 WILL TRY TO NOTIFY KIA AND SEE IF THEY ARE  
10 WILLING TO STEP UP AND CORRECT THIS EVEN WITH  
11 THE WARRANTY EXPIRING 7,000 MILES AGO, SINCE I  
12 AM THE SECOND OWNER. I HAVE FOUND MANY  
13 COMPLAINTS ABOUT THIS SAME THING FOR BOTH  
14 THE 2011 OPTIMAS AND SONATAS. THIS IS SO  
15 DANGEROUS BECAUSE THERE ARE NO WARNINGS,  
16 AND THE ENGINE CUTS OFF IN TRAFFIC, WHICH ALSO  
17 CAUSES THE BRAKES AND STEERING TO GO OUT.  
18 NOT SAFE AT ALL.

---

15 Vehicle: 2011 Kia Optima  
16 Date Complaint Filed: 08/24/2015  
17 Date of Incident: 08/24/2013  
18 Component(s): ENGINE  
19 NHTSA ID Number: 10778079

20 **SUMMARY:**

21 DRIVING DOWN EXPRESS WHEN ENGINE STARTED TO  
22 LOOSE OIL. PULLED OVER ON SHOULDER, NOTICE A  
23 CLICKING NOISE AND SMELLED BURNING OIL.  
24 DEALER FOUND HOLE IN SIDE OF ENGINE BLOCK.  
25 STATED NEEDS NEW ENGINE AND QUOTED AND  
26 ESTIMATED PRICE OF \$5,875.64 FOR A USED ENGINE  
27 WITH 46,000 MILES INSTALLED. HAD CAR REPAIRED  
28 AT ANOTHER PLACE FOR \$5477.06 WITH 41,000 MILES.  
THIS SHOP SAID THE ENGINE HAD A ROD KNOCK  
THEN LOCKED UP. NEEDS THE ENGINE REPLACED.  
**THIS IS THE SAME 2.4 LITER ENGINE THAT IS  
BEING RECALLED FOR THE HYUNDAI SONATAS.**

Vehicle: 2011 Kia Optima  
Date Complaint Filed: 09/29/2015  
Date of Incident: 06/21/2015  
Component(s): ENGINE  
NHTSA ID Number: 10778375

**SUMMARY:**

TL\* THE CONTACT OWNS A 2011 KIA OPTIMA. **WHILE DRIVING AT APPROXIMATELY 40 MPH, THE CHECK ENGINE WARNING LIGHT ILLUMINATED. THE DRIVER SHUT OFF THE VEHICLE AND IT FAILED TO RESTART.** THE VEHICLE WAS TOWED TO A DEALER WHO DIAGNOSED THAT THE ENGINE NEEDED TO BE REPLACED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE VEHICLE WAS NOT REPAIRED. THE FAILURE MILEAGE WAS 71,106.

Vehicle: 2011 Kia Optima  
Date Complaint Filed: 11/09/2015  
Date of Incident: 10/31/2015  
Component(s): ELECTRICAL SYSTEM , ENGINE  
NHTSA ID Number: 10789435

**SUMMARY:**

**WHILE DRIVING 70 MPH ON THE HIGHWAY MY 2011 KIA OPTIMA ENGINE SHUT DOWN AND WOULD NOT ACCELERATE AND THE BRAKES WOULD NOT FUNCTION.** LUCKILY, I SAFELY MADE IT TO THE FAR SHOULDER OF THE HIGHWAY ONLY TO FIND THAT MY CAR WAS SMOKING AND SMELLED LIKE SOMETHING WAS BURNING. HAD TO GET THE CAR TOWED TO THE DEALERSHIP AND THEY INFORMED THE ENGINE NEEDS TO BE REPLACED AND THE STARTER IS ALSO FRIED. I HAVE SEEN FOUR COMPLAINTS SO FAR OF 2011 KIA OPTIMA'S WITH THE SAME ISSUE AND AM SURE I WILL FIND MORE.

1 THAT SEEMS LIKE TOO MUCH OF A COINCIDENCE  
2 THAT IT HAPPENS SO FREQUENTLY WITH THESE  
3 MODELS AND THERE ISN'T ANY SORT OF RECALL. NO  
4 BREAKS AT 70 MPH IS PRETTY DANGEROUS. I HAVE  
5 CONTACTED MY ATTORNEY AND HOPE THIS  
6 MANUFACTURER WILL DO THE RIGHT THING.

---

7 Vehicle: 2011 Kia Optima  
8 Date Complaint Filed: 12/13/2015  
9 Date of Incident: 12/06/2015  
10 Component(s): ENGINE  
11 NHTSA ID Number: 10809924

12 **SUMMARY:**

13 WAS DRIVING DOWN THE INTERSTATE AND THE CAR  
14 DIED AFTER PULLING OFF TO THE SHOULDER TRIED  
15 TO START THE CAR AND ALL IT WOULD DO WAS  
16 CLICK. TOWED THE CAR HOME THINKING IT WAS AN  
17 ALTERNATOR OR SOMETHING SIMPLE. NEXT  
18 MORNING LOOKED AT THEN CHANGED THE  
19 BATTERY AND TRIED TO GET IT STARTED IN  
20 SLIGHTLY TURNED OVER BUT NOT ENOUGH TO  
21 START CALLED THE DEALER TO DROP IT OFF AND  
22 THEY SAID CAR WAS SEIZED OUT OF WARRANTY  
23 AND NEEDS THE ENGINE REPLACED. **AFTER**  
24 **SEARCHING ON THE INTERNET AND LOOKING AT**  
25 **COMPLAINTS FOUND THAT MY ENGINE WAS BUILT**  
26 **AT THE SAME PLANT AS THE HYUNDAI SONATA**  
27 **SAME ENGINE, WHICH IS RECALLED FOR THIS**  
28 **SAME EXACT PROBLEM . I AM WONDERING WHY**  
**KIA ACTED LIKE THE CANT BELIEVE THIS WOULD**  
**HAPPEN WHEN THESE CARS SHOULD BE**  
**RECALLED ALSO . WHAT CAN BE DONE HERE ? I**  
**WILL NOT LET THIS GO IT IS WRONG KIA'S SHOULD**  
**BE LOOKED INTO AND RECALLED**

---

Vehicle: 2011 Kia Optima

Date Complaint Filed: 02/29/2016  
Date of Incident: 05/09/2015  
Component(s): ENGINE  
NHTSA ID Number: 10838965

**SUMMARY:**

TL-THE CONTACT OWNS A 2011 KIA OPTIMA. **THE CONTACT STATED THAT WHILE DRIVING APPROXIMATELY 60 MPH, AN ABNORMAL SOUND EMITTED FROM UNDER THE HOOD OF THE VEHICLE AS THE CHECK ENGINE OIL WARNING LIGHT FLICKERED.** THE VEHICLE WAS TAKEN TO AN INDEPENDENT MECHANIC WHERE IT WAS DIAGNOSED THAT THE CONNECTING ROD FAILED AND THE ENGINE NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 92,000. SS

Vehicle: 2012 Kia Optima  
Date Complaint Filed: 09/23/2014  
Date of Incident: 09/22/2014  
Component(s): ENGINE  
NHTSA ID Number: 10638362

**SUMMARY:**

**DRIVING VEHICLE AT 35-40 MPH. ALL OF A SUDDEN ENGINE STOPPED.** THERE WAS HEAVY SMOKE COMING FROM UNDER THE HOOD AND SMELLED OF AN ELECTRICAL FIRE. SMOKE DISSIPATED AFTER 15 MINUTES. VEHICLE WAS UNABLE TO BE RESTARTED AND HAD TO BE TOWED TO KIA DEALERSHIP IN TURNERSVILLE NJ. SPOKE WITH DEALERSHIP ON 9/23 AND WAS TOLD STARTER AND ENGINE NEEDS TO BE REPLACED. \*TR

Vehicle: 2012 Kia Optima

Date Complaint Filed: 09/26/2014  
Date of Incident: 09/11/2014  
Component(s): ENGINE  
NHTSA ID Number: 10639417

**SUMMARY:**

TL\* THE CONTACT OWNS A 2012 KIA OPTIMA. **THE CONTACT STATED THAT WHILE DRIVING AT APPROXIMATELY 70 MPH, THE ENGINE STALLED WITHOUT WARNING.** IN ADDITION, A STRONG ELECTRICAL BURNING ODOR EMITTED INSIDE OF THE VEHICLE. THE VEHICLE WAS TOWED TO A DEALER FOR DIAGNOSIS. THE MECHANIC INFORMED THAT THE STARTER AND ASSOCIATED FUSES WERE COMPLETELY BURNT. THE VEHICLE WAS REPAIRED. THE CONTACT STATED THAT AFTER THE REPAIRS WERE PERFORMED, THE VEHICLE FAILED TO START. THE VEHICLE WAS TAKEN BACK TO THE DEALER WHO RECOMMENDED THE ENGINE NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE VIN WAS UNAVAILABLE. THE APPROXIMATE FAILURE MILEAGE WAS 55,000.

Vehicle: 2012 Kia Optima  
Date Complaint Filed: 09/30/2015  
Date of Incident: 08/02/2015  
Component(s): ENGINE  
NHTSA ID Number: 10778891

**SUMMARY:**

I WAS DRIVING ON I 95 ON OUR WAY HOME FROM FLORIDA. WE WERE PASSING FAYETTSVILLE ,NC WHEN MY CAR ENGINE MADE SOME KNOCKING NOISE AND THEN THE ENGINE LIGHT CAME ON, BEFORE I CAN PULL TO THE SHOULDER, **THE CAR STALLED,LOST POWER AT 70 MLS PER HR. WE**

1           **WERE LUCKY NO ONE HIT US AS I WAS SLOWLY**  
2           **NAVIGATING TO THE SHOULDER. I HAD IT TOWED**  
3           **TO A KIA DEALERSHIP IN FAYETTSVILLE,NC. THEY**  
4           **SAID ENGINE SEIZED UP AND NEEDS TO BE REPLACE.**  
5           **THE CAR HAS 71,000MLS BUT KIA DENIED MY**  
6           **WARRANTY CLAIM SO I END UP PAYING \$5,700 FOR A**  
7           **REMANUFACTURED ENGINE.**

---

8           Vehicle: 2012 Kia Optima  
9           Date Complaint Filed: 12/14/2015  
10          Date of Incident: 11/28/2015  
11          Component(s): ENGINE  
12          NHTSA ID Number: 10809989

13           **SUMMARY:**

14           **THE VEHICLE HIT 63,000 MILES DURING THIS**  
15           **INCIDENT. AS I WAS MERGING ONTO THE**  
16           **EXPRESSWAY AT 50MPH, I GOT THE VEHICLE TO**  
17           **60MPH AND THE SPEEDOMETER GAUGE FROZE AT**  
18           **60MPH. THEN, THE RPM GAUGE DROPPED TO 0.**  
19           **SUDDENLY THE ENGINE LOST POWER, THE**  
20           **BRAKES LOCKED UP AND BEFORE I GOT THE CAR**  
21           **OFF TO THE SHOULDER AT A COMPLETE STOP,**  
22           **THE ENGINE CUT OUT COMPLETELY. THE ENGINE**  
23           **WOULD NOT START AT ALL AFTER IT CUT OUT. I**  
24           **THEN BROUGHT THE VEHICLE TO A DEALERSHIP**  
25           **WHERE THEY DEEMED A NEW ENGINE AS THE**  
26           **CURRENT ENGINE BLEW.**

---

27           Vehicle: 2012 Kia Optima  
28           Date Complaint Filed: 01/21/2016  
            Date of Incident: 01/13/2016  
            Component(s): ENGINE  
            NHTSA ID Number: 10821364

**SUMMARY:**

**DRIVING AT APPROXIMATELY 50 MPH ON THE**

1           **PARKWAY, ENGINE STALLED WITHOUT WARNING**  
2           **AND WOULD NOT RE-START.** I HAD THE CAR TOWED  
3           TO A SHOP WHERE THEY INFORMED ME THE ENGINE  
4           HAD SEIZED. THERE WAS DEFINITELY OIL IN THERE  
5           AS I HAD AN OIL CHANGE WITHIN THE LAST COUPLE  
6           OF WEEKS,. THE CAR HAS 72K MILES ON IT AND I AM  
7           THE SECOND OWNER SO NOT COVERED BY KIA'S  
8           NON-TRANSFERABLE 10YR/100K MI WARRANTY.  
9           WORKING WITH KIA CUSTOMER SERVICE, WAITING  
10          TO HEAR BACK FROM A SUPERVISOR.

---

11          Vehicle: 2013 Kia Optima  
12          Date Complaint Filed: 06/14/2013  
13          Date of Incident: 06/12/2013  
14          Component(s): ENGINE  
15          NHTSA ID Number: 10519827

16          **SUMMARY:**

17          DRIVING ON A CITY ROAD DURING NORMAL TRAFFIC  
18          (4:30PM EST) MY VEHICLE BEGAN TO MAKE LARGE  
19          RATTLING NOISE FROM THE ENGINE COMPARTMENT.  
20          AT FIRST I THOUGHT I HAD PICKED UP SOMTHING ON  
21          THE ROAD, BUT AS I ACCELERATED/DECCELERATED  
22          THE NOISE BECAME LOUDER/SOFTER. I  
23          IMMEDIATLEY CONTACTED MY KIA DEALERSHIP.  
24          AFTER SPEAKING TO THE SERVICE MANAGER HE  
25          TOLD ME TO BRING THE VEHICLE IN NEXT WEEK  
26          SINCE THAT WOULD BE THE SOONEST IT COULD BE  
27          LOOKED AT. I INFORMED HIM THAT I DID'NT THINK I  
28          COULD EVEN MAKE IT HOME LET ALONE WAIT A  
                WEEK TO BRING THE VEHICLE IN. HE STATED I  
                COULD DROP IT OFF, BUT IT WOULD NOT BE LOOKED  
                AT UNTIL NEXT WEEK. EITHER WAY, WITHIN 10  
                MIUTES OF DRIVING A LARGE BANGING NOISE WENT  
                OFF UNDER THE HOOD, ENGINE OIL SPRAYED  
                THROUGHT THE ENGINE COMPARTMENT AND I HAD  
                COMPLETE LOSS OF POWER. KIA ROADSIDE  
                ASSISTANCE TOWED THE VEHICLE TO THE

1 DEALERSHIP WHERE THEY HAVE INFORMED ME  
2 THAT THE ENGINE NEEDS TO BE REPLACED. THE  
3 VEHICLE IS LESS THAN 2 WEEKS OLD AND HAD 600  
4 MILES WHEN THIS OCCURED. I INFORMED THE  
5 DEALERSHIP I WOULD NOT WANT A VEHICLE WITH A  
6 REPLACED ENGINE AND THEY HAVE INFORMED ME  
7 THAT IS MY ONLY OPTION. I WILL NOT BE  
8 PURCHASING FROM KIA AGAIN AS THERE WAS NO  
9 SUPPORT FROM THEIR CORPORATE CUSTOMER  
10 SERVICE EITHER. \*TR

11 Vehicle: 2013 Kia Optima  
12 Date Complaint Filed: 08/17/2015  
13 Date of Incident: 08/12/2015  
14 Component(s): ENGINE  
15 NHTSA ID Number: 10749310

16 **SUMMARY:**

17 THE EVENING OF 8/12/15 I WAS DRIVING DOWN A 4  
18 LANE CITY ROAD, 2 LANES EACH DIRECTION. THE  
19 ENGINE COMPLETELY SHUT OFF LEAVING ME  
20 WITH NO POWER AND IN A VERY DANGEROUS  
21 SITUATION WITH SUDDEN DECELERATION AND  
22 VEHICLES COMING UP FROM BEHIND.

23 FORTUNATELY, NO ONE HIT ME AND I WAS ABLE TO  
24 MOVE THE CAR OUT OF TRAFFIC. NO ENGINE  
25 MAINTENANCE/WARNING LIGHTS CAME ON PRIOR  
26 TO THE ENGINE FAILURE. WE HAVE BEEN INFORMED  
27 THE ENGINE IS LOCKED UP AND WILL NEED  
28 COMPLETELY REPLACE WITH A NEW ENGINE.

ROUTINE MAINTENANCE, INCLUDING KIA'S 22,500  
MILE RECOMMENDED MAINTENANCE WAS  
PERFORMED ONLY 16 DAYS PRIOR ON 7/27/15. DAVE  
GREEN, KIA ARAPAHOE SERVICE MANAGER,  
INFORMED TODAY (8/17/15) THAT THEY HAVE SEEN  
SEVERAL INSTANCES OF THIS IN THE PAST WEEK.  
THEY BELIEVE THERE IS A CONNECTION TO THE HOT  
WEATHER. WHAT EVER THE CAUSE THIS HAS A VERY

1 HIGH POTENTIAL TO CAUSE DEATH OR EXTREME  
2 INJURY

---

3  
4 Vehicle: 2011 Kia Sorento  
5 Date Complaint Filed: 10/11/2011  
6 Date of Incident: 07/18/2011  
7 Component(s): ENGINE AND ENGINE COOLING  
8 NHTSA ID Number: 10429442

9 **SUMMARY:**

10 WHILE DRIVING DOWN THE EXPRESSWAY, WITHOUT  
11 WARNING, THERE WAS A CATASTROPHIC ENGINE  
12 FAILURE CAUSING ONE OR TWO OF THE  
13 CONNECTING RODS TO BLOW THROUGH THE OIL PAN  
14 AND START A FIRE FROM THE FRONT OF THE  
15 VEHICLE TO THE BACK UNDERNEATH THE  
16 CARRIAGE. THE FLAMES CAME UP THE SIDES AND  
17 BACK OF THE CAR. NEEDLESS TO SAY IT WAS  
18 EXTREMELY FRIGHTENING. LOOKING AT THE  
19 DAMAGE OF THE CAR I NEVER EXPECTED THEM TO  
20 ATTEMPT TO REPAIR THIS CAR YET THEY DID. THE  
21 CAR WAS DOWN FOR ALMOST TWO MONTHS, THE  
22 SECOND ENGINE AND POWER STEERING FAILED  
23 BEFORE WE EVEN DROVE THE REPAIRED CAR OFF  
24 THE LOT. KIA STILL DID NOT WANT TO DO  
25 ANYTHING BUT REPAIR THE CAR AGAIN. THEY SAID,  
26 "THESE THINGS HAPPEN THATS WHY YOU HAVE A  
27 WARRANTY". THESE THINGS HAVE NEVER  
28 HAPPENED TO ME OR ANYONE I KNOW IN THE 30  
YEARS I HAVE BEEN DRIVING. YOU BUY A NEW CAR  
TO AVOID SUCH PROBLEMS. THE CAR HAS NOW  
BEEN RETURNED TO ME AND IT IS STILL NOT RIGHT. I  
JUST TOOK IT IN FOR THEM TO BLOW OUT THE  
VENTS AND FILTERS. THERE WAS STILL REMNANTS  
OF THE FIRE EXTINGUISHER COMING OUT WHEN  
YOU TURNED ON THE AIR. THIS CAR IS DEFECTIVE  
AND SHOULD HAVE A SALVAGED TITLE. I WAS  
FORCED TO PUT IN A LAW SUIT. \*KB

Vehicle: 2011 Kia Sorento  
Date Complaint Filed: 08/02/2017  
Date of Incident: 03/16/2016  
Component(s): ENGINE  
NHTSA ID Number: 11012248

**SUMMARY:**

BEGINNING MARCH OF 2016, LOUD BANGING AND CLANKING WHEN STARTING ENGINE. I TOOK IT TO DEALERSHIP WHERE THEY DIAGNOSED IT WITH BEARING PROBLEM WHICH COULD POTENTIALLY CAUSE ENGINE FAILURE. VEHICLE OUT OF WARRANTY SO NO COVERAGE FOR AN ESTIMATED 6,000.00 REPAIR. WHEN MENTION OF RECALL CAME OUT I WAS RELIEVED AS I AM STILL DRIVING THE VEHICLE. HOWEVER, IT SEEMS THAT THE RECALL ONLY COVERS 2012 OR NEWER MODELS. THE 2011'S HAVE MAJOR ENGINE ISSUES AS WELL AND NEED TO BE INCLUDED IN THE RECALL

Vehicle: 2011 Kia Sorento  
Date Complaint Filed: 05/15/2017  
Date of Incident: 05/07/2017  
Component(s): ENGINE  
NHTSA ID Number: 10985666

**SUMMARY:**

TL\* THE CONTACT OWNS A 2011 KIA SORENTO. THE CONTACT STATED THAT A METAL BANGING NOISE WAS HEARD UNDERNEATH THE HOOD OF THE VEHICLE. THE CONTACT TOOK THE VEHICLE TO THE DEALER WHERE IT WAS DIAGNOSED THAT THE MOTOR FAILED AND NEEDED TO BE REPLACED. THE VEHICLE HAD NOT BEEN REPAIRED. THE MANUFACTURER OPENED CASE NUMBER: K3454763. THE APPROXIMATE FAILURE MILEAGE WAS 63,000.

Vehicle: 2011 Kia Sorento  
Date Complaint Filed: 04/20/2017  
Date of Incident: 03/27/2017  
Component(s): ENGINE  
NHTSA ID Number: 10979469

**SUMMARY:**

TL\* THE CONTACT OWNS A 2011 KIA SORENTO. WHILE DRIVING 55 MPH, THE ENGINE STALLED AND THE WARNING INDICATOR ILLUMINATED. THE CONTACT PULLED THE VEHICLE OVER TO THE SIDE OF THE ROAD. THE VEHICLE FAILED TO RESTART. THE VEHICLE WAS TOWED TO THE DEALER WHERE IT WAS DIAGNOSED THAT THE ENGINE NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 96,000.

Vehicle: 2011 Kia Sorento  
Date Complaint Filed: 04/12/2017  
Date of Incident: 04/07/2017  
Component(s): ENGINE  
NHTSA ID Number: 10972008

**SUMMARY:**

THE ENGINE BEGAN TO BE HARD TO START LEAVING WORK FOR HOME. THEN THE NEXT MORNING IT WAS HARD TO START AND WOULD ALMOST STALL AT IDLE. AFTER PARKING AT WORK I ATTEMPTED TO START IT AND DRIVE TO THE KIA DEALERSHIP FOR DIAGNOSIS, IT WOULD NOT KEEP RUNNING MORE THAN A FEW SECONDS.

THE ENGINE HAS SUFFERED A CATASTROPHIC FAILURE. THE DEALER SAYS THAT IT IS LIKELY THAT THE CRANK SHAFT BEARINGS FAILED, OR POSSIBLY THE CONNECTING ROD BEARINGS. THE ENGINE

1 NEEDS TO BE REPLACED.

2  
3 Vehicle: 2011 Kia Sorento  
4 Date Complaint Filed: 04/10/2017  
5 Date of Incident: 02/10/2017  
6 Component(s): ENGINE  
7 NHTSA ID Number: 10971641

8 **SUMMARY:**

9 TL\* THE CONTACT OWNS A 2011 KIA SORENTO. THE  
10 CONTACT NOTICED SMOKE COMING FROM THE  
11 VEHICLE AND DISCOVERED THAT IT WAS LOW ON  
12 OIL. THE VEHICLE WAS TAKEN TO THE DEALER  
13 WHERE IT WAS DIAGNOSED THAT THE BEARING WAS  
14 FAULTY AND CAUSED AN OIL LEAK. THERE WAS  
15 SLUDGE IN THE MOTOR, WHICH NEEDED TO BE  
16 REPLACED. THE VEHICLE WAS NOT REPAIRED. THE  
17 CONTACT REFERENCED NHTSA CAMPAIGN NUMBER:  
18 17V224000 (ENGINE AND ENGINE COOLING) AS A  
19 POSSIBLE SOLUTION TO THE FAILURE; HOWEVER,  
20 THE VIN WAS NOT INCLUDED. THE MANUFACTURER  
21 WAS NOTIFIED OF THE FAILURE. THE FAILURE  
22 MILEAGE WAS 55,000.

23  
24 Vehicle: 2011 Kia Sorento  
25 Date Complaint Filed: 03/21/2017  
26 Date of Incident: 02/27/2017  
27 Component(s): ENGINE  
28 NHTSA ID Number: 10967659

29 **SUMMARY:**

30 ON FEBRUARY 27, 2017, MY 2011 KIA SORENTO'S  
31 ENGINE DIED. I HAD ONLY ONE WARNING THAT  
32 THERE WAS A PROBLEM AND THAT WAS A LACK OF  
33 POWER. I WAS GOING UP A SLIGHT HILL AND I HAD  
34 TO FLOOR THE GAS PEDAL TO MAINTAIN 20MPH UP  
35 IT. I WENT OUT AT 830PM THAT NIGHT TO TAKE IT TO

1 MY MECHANIC AND MY SORENTO WOULD NOT  
2 START. I HAD IT TOWED TO GORRING AUTOMOTIVE  
3 AT 1030PM. ON MARCH 1, 2017, MR. GORRING CALLED  
4 AND TOLD ME I WOULD NEED A NEW ENGINE. I  
5 CONTACTED CENTURY 3 KIA AND SPOKE TO THE  
6 SERVICE MANAGER DAN. HE STATED THAT I NEEDED  
7 TO BRING IT BACK TO THE DEALERSHIP TO HAVE IT  
8 LOOKED AT. I ALSO CONTACTED KIA CONSUMER  
9 NUMBER AND SPOKE TO ERIC. ERIC TOLD ME THE  
10 SAME INFORMATION AND I STATED I DID NOT WANT  
11 TO PAY FOR THE DIAGNOSIS AGAIN. I HAD MY  
12 SORENTO TOWED TO CENTURY 3 KIA ON MARCH 1,  
13 2017. DAN STATED THAT HE WAS SURPRISED THAT  
14 MY VIN WAS NOT ON THE EXTENDED WARRANTY  
15 LIST. ON MARCH 3, 2017, DAN FROM CENTURY 3 KIA  
16 CALLED ME AND SAID THAT I DID NEED A NEW  
17 ENGINE. CHARLES FROM KIA'S CONSUMER NUMBER  
18 AND DAN FROM CENTURY 3 KIA BOTH STATED THAT  
19 IF I WAS THE ORIGINAL OWNER THEY WOULD  
20 REPLACE THE ENGINE AT NO COST TO ME BUT SINCE  
21 I AM THE SECOND OWNER OF THE SORENTO, IT  
22 WOULD BE MY RESPONSIBILITY. I INQUIRED AT THE  
23 COST OF LABOR AND WAS TOLD 15 HOURS AT \$108  
24 AN HOUR. I HAVE LOOKED AROUND AND FOUND  
25 THAT MOST ENGINES WITH ROUGHLY THE SAME  
26 MILEAGE AS MINE ARE AROUND \$2,500. THE TOTAL  
27 COST WILL ROUGHLY BE BETWEEN \$4,500 AND \$6,500  
28 TOTAL WITH ALL THE FLUIDS AND OTHER PARTS  
NEEDED TO RETURN MY SORENTO TO A  
FUNCTIONAL STATE. I PURCHASED THE SORENTO  
WITH 53,857 MILES ON IT AND HAD IT FOR ONE YEAR.  
I PUT 12,000 MILE ON IT ROUGHLY. MY SORENTO HAD  
ROUGHLY 65,500 MILES ON IT WHEN THIS HAPPENED.  
I HAVE DONE SOME RESEARCH AND FOUND THIS TO  
BE A COMMON PROBLEM WITH THE 2.4L ENGINES. IF  
THIS IS TRUE, WHY HAS KIA NOT DONE ANYTHING  
ABOUT IT.

1 Vehicle: 2011 Kia Sorento  
2 Date Complaint Filed: 01/02/2017  
3 Date of Incident: 12/07/2016  
4 Component(s): ENGINE  
5 NHTSA ID Number: 10939102

6 **SUMMARY:**

7 THE CAR WAS NOT ALWAYS RESPONDING TO ME  
8 WHEN I WANTED TO ACCELERATE, I WOULD HEAR  
9 THE RPMS GOING UP BUT THE CAR WOULD NOT GO  
10 FASTER, THEN A PUFF OF WHITE SMOKE WOULD  
11 COME OUT THE TAIL PIPE. THEN ONE DAY, I WAS  
12 DRIVING THE CAR AND IT STARTED MAKING A  
13 CLANKING NOISE WHEN I WOULD PUSH THE GAS  
14 PEDAL. IT SOUNDED LIKE THE NOISE A ROLLER  
15 COASTER MAKES WHEN YOU ARE CLANKING UP THE  
16 HILL AT THE BEGINNING. TOOK THE CAR TO THE  
17 DEALERSHIP AND THEY TOOK THE ENGINE APART  
18 TO FIND THE PROBLEM. THE CAR HAS AN ENGINE  
19 DEFECT THAT WAS DIAGNOSED BY A KIA DEALER AS  
20 A MANUFACTURERS DEFECT. NOW THE CAR IS NOT  
21 DRIVABLE AND KIA IS REFUSING TO PAY FOR A NEW  
22 ENGINE. KIA NEEDS TO RECALL ALL VEHICLES WITH  
23 THESE ENGINES. THEY ARE BUILT BY HYUNDAI AND  
24 THEY RECALLED THEIR VEHICLES WITH THE SAME  
25 ENGINES. \*TR

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21 Vehicle: 2011 Kia Sorento  
22 Date Complaint Filed: 07/21/2016  
23 Date of Incident: 07/18/2016  
24 Component(s): ENGINE  
25 NHTSA ID Number: 10887421

26 **SUMMARY:**

27 ENGINE WAS MAKING A CYCLICAL  
28 CLICKING/KNOCKING NOISE. WE TOOK THE VEHICLE  
TO KIA DEALERSHIP AND THEY SAID THEY COULD  
NOT FIND ANY ISSUES WITH THE CAR. ABOUT A

1 WEEK LATER THE CAR BROKE DOWN WHILE  
2 DRIVING AT HIGHWAY SPEEDS. AFTER HAVING IT  
3 TOWED TO AN INDEPENDENT GARAGE, WE WERE  
4 INFORMED THE ENGINE HAD A CONNECTING ROD  
5 FAILURE. THIS IS THE EXACT SAME PROBLEM THE  
6 HYUNDAI SONATA HAS WITH THE EXACT SAME  
7 THETA 2.4 LITER ENGINE. HYUNDAI HAS ISSUES A  
8 RECALL BUT KIA FAILS TO ACKNOWLEDGE THE  
9 ISSUE.

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9 Vehicle: 2011 Kia Sorento  
10 Date Complaint Filed: 05/12/2016  
11 Date of Incident: 05/02/2016  
12 Component(s): ENGINE  
13 NHTSA ID Number: 10864508

13 **SUMMARY:**

14 AT 68,000 MILES THE OIL PRESSURE SENSOR (PART  
15 #94750-37100) FAILED AND CAUSED A SUDDEN AND  
16 IMMEDIATE LOSS OF ALL ENGINE OIL. IN THE HALF  
17 MILE IT TOOK US TO SAFELY PULL OVER THE OIL  
18 PRESSURE LIGHT ACTIVATED AND THE DIP STICK  
19 READ BONE DRY. I HAVE RESEARCHED THE ISSUE  
20 AND FOUND IT TO BE A COMMON PROBLEM WITH  
21 KIA'S, A RECALL SHOULD BE ISSUED TO REPLACE  
22 THE PART WITH A BETTER ENGINEERED VERSION.  
23 HAD WE NOT BEEN ALERT / AWARE OF WHAT WAS  
24 GOING ON THE ENGINE COULD HAVE SEIZED AND  
25 ALL POWER COULD HAVE BEEN LOST WHILE IN  
26 MOTION.

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24 Vehicle: 2011 Kia Sorento  
25 Date Complaint Filed: 02/16/2016  
26 Date of Incident: 01/31/2016  
27 Component(s): ENGINE  
28 NHTSA ID Number: 10836400

**SUMMARY:**

ON 1-31-16 HEARD A PINGING NOISE ON THE HIGHWAY; THEN THE CAR STALLED AT THE EXIT LIGHT; STARTED IT AGAIN AND LOUD BANG BLOW A ROD AFTER GETTING BACK ON THE HIGHWAY TO DRIVE IT TO A SHOP. DIED ON THE SIDE OF THE HIGHWAY AND HAD TO HAVE IT TOWED TO KIA IN AUBURN WA. KIA STATED THEY WILL NOT FIX UNDER THE WARRANTY BECAUSE THE WRONG OIL FILTER WAS INSTALLED AND I DIDN'T PROVIDE PROPER MAINTENANCE; WHICH I TOOK IT IN EACH AND EVERY TIME FOR OIL CHANGES TO MY AUTO SHOP. SAME OIL FILTER HAS BEEN PUT INTO MY CAR SINCE 2011. WENT BACK TO MY AUTO SHOP INFORMED THEM THEY STARTED THE PROCESS OF SENDING THE OIL FILTER IN TO BE CHECKED FOR DEFECTS, ALSO FOUND ON 3 DIFFERENT WEB SITES THE FILTER CAN BE USED FOR MY MAKE AND MODEL. NOW KIA WANT FIX MY CAR; IT HAS BEEN 3 WEEKS WITHOUT A VEHICLE AND NO WORD FROM KIA; NOT EVEN FROM THEIR HEADQUARTERS. KIA WILL NOT PROVIDE THE WORK ORDER STATING THEY ARE NOT ALLOWED TO GIVE TO THIRD PARTY.

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Vehicle: 2011 Kia Sorento  
 Date Complaint Filed: 03/13/2015  
 Date of Incident: 03/02/2015  
 Component(s): ENGINE  
 NHTSA ID Number: 10694186

**SUMMARY:**

TL\* THE CONTACT OWNS A 2011 KIA SORENTO. WHILE TRAVELING APPROXIMATELY 40 MPH, THERE WAS A LOUD NOISE COMING FROM THE FRONT OF THE VEHICLE. ALSO, THE CONTACT MENTIONED THAT SMOKE EMITTED FROM THE ENGINE COMPARTMENT. UPON PULLING THE VEHICLE OVER, IT WAS FURTHER NOTICED THAT THE ENGINE

1 COMPARTMENT WAS ON FIRE. THE VEHICLE WAS  
2 TOWED TO AN INDEPENDENT MECHANIC, WHO  
3 DIAGNOSED THAT A ROD FRACTURED INTO THE  
4 ENGINE AFFECTING THE OTHER COMPONENTS  
5 CAUSED A FIRE. ALSO, THE MECHANIC DIAGNOSED  
6 THAT THE PISTONS MAY NEED TO BE REPLACED BUT  
7 FURTHER EXTENSIVE DIAGNOSIS WAS REQUIRED TO  
8 REPAIR THE VEHICLE. THE CONTACT WAS NOT  
9 INCLUDED IN NHTSA CAMPAIGN NUMBER: 10V388000  
(ELECTRICAL SYSTEM). THE MANUFACTURER WAS  
10 NOTIFIED OF THE FAILURE. THE APPROXIMATE  
11 FAILURE MILEAGE WAS 102,000.

12 Vehicle: 2012 Kia Sorento  
13 Date Complaint Filed: 10/23/2017  
14 Date of Incident: 02/20/2017  
15 Component(s): ENGINE  
16 NHTSA ID Number: 11035862

17 **SUMMARY:**

18 OUR 2012 KIA SORENTO WAS IN MOTION ON THE  
19 HIGHWAY WHEN A LOUD KNOCKING SOUND BEGAN.  
20 AT THIS POINT THE ENGINE SEIZED AND THE CAR  
21 STALLED. IT HAD TO BE TOWED TO THE KIA DEALER  
22 AND A NEW ENGINE HAD TO BE PUT IN. WE WERE  
23 TOLD BY THE SERVICE MANAGER AT THE KIA  
24 DEALERSHIP THAT RECALL SC147 ADDRESSES 2012  
25 KIA SORENTO'S AND THE EXACT SAME ISSUE AS OUR  
26 CAR HAD. HOWEVER, THE RECALL DOES NOT  
27 INCLUDE HER ENGINE TYPE. GIVEN WHAT HAPPENED  
28 TO OUR 17 YEAR OLD DAUGHTER AND THE  
DANGEROUS SITUATION THAT SHE WAS PUT IN, WE  
FEEL THAT THESE SORENTO ENGINE TYPES SHOULD  
ALSO BE INCLUDED IN THE RECALL. KIA CONSUMER  
AFFAIRS WAS CONTACTED AND THEY REFUSED TO  
PROVIDE ANY TYPE OF COMPENSATION OR ADD THIS  
VEHICLE ENGINE TYPE TO THE RECALL.

Vehicle: 2012 Kia Sorento  
Date Complaint Filed: 09/26/2017  
Date of Incident: 09/24/2017  
Component(s): ENGINE  
NHTSA ID Number: 11030026

**SUMMARY:**

AFTER 88,000 MILES, THE SORENTO'S ENGINE STARTED MAKING A LOUD SOUND WHILE DRIVING AT HIGHWAY SPEED. THE ENGINE STAYED ON BUT CONTINUED TO MAKE A LOUD SOUND. THE CAR WAS TOWED TO PEAK KIA IN LITTLETON, CO WHERE IT WAS DETERMINED THAT A NEW ENGINE WAS NEEDED AT A COST OF \$7000-\$10,000 DOLLARS. THE VEHICLE HAD REGULAR OIL CHANGES UP TO THIS POINT. THE DEALERSHIP CHECKED AN MY VIN NUMBER AND SAID THAT I DIDN'T QUALIFY FOR THE RECALL FOR ENGINE PARTICLES. AS A SECOND OWNER, I DID NOT HAVE ACCESS TO THE 10 YEAR WARRANTY. I FEEL AS IF THE RECALL NEEDS TO BE EXPANDED AND HONORED. MY 5 YEAR OLD WELL MAINTAINED CAR HAD NO REASON TO HAVE CATASTROPHIC ENGINE FAILURE. I BELIEVE THIS IS A MANUFACTURING DEFECT THAT IS DANGEROUS AND THAT IS EFFECTING OWNERS ACROSS THE COUNTRY.

Vehicle: 2012 Kia Sorento  
Date Complaint Filed: 09/11/2017  
Date of Incident: 09/10/2017  
Component(s): ENGINE  
NHTSA ID Number: 11022610

**SUMMARY:**

ON 09/10/2017 WHILE DRIVING A 2012 KIA SORENTO DOWN THE HIGHWAY I HEARD A RATTLING NOISE FROM THE ENGINE WITH A LOUD BANG A FEW

SECONDS LATER.THERE WAS SMOKE COMING FROM UNDER THE HOOD. I RESEARCHED AND FOUND THAT ON 03/17/2017 KIA ANNOUNCED A RECALL FOR 2012 SORENTOS. KIA'S RECALL: SC147: " BEARING WEAR MAY RESULT IN ENGINE SEIZURE" THIS IS ON KIA'S AND NHTSA'S WEBSITES. [ NHTSA CAMPAIGN # 17V224000 "MACHINING ERRORS DURING THE ENGINE MANUFACTURING PROCESS MAY CAUSE PREMATURE BEARING WEAR WITHIN THE ENGINE"] I CONTACTED KIA'S CUSTOMER SERVICE AT 1800-333-4542 AND BETHANY TOLD THAT MY 2012 KIA SORENTO WAS NOT ELIGIBLE FOR THE RECALL BECAUSE THE VIN # WAS NOT PART OF THE RECALL. SHE SAID THAT I COULD TAKE IT TO THE DEALER AND THEY WOULD CHECK THE OTHER 2 RECALL THOUGH. WHEN THE VEHICLE WAS TOWED I LOOKED UNDER THE VEHICLE TO SEE OIL POURING OUT FROM A 3 INCH HOLE IN THE BLOCK, TOWARD THE REAR OF THE VEHICLE, WHERE THE THROWN ROD BROKE THE BLOCK. OIL IS CHANGED EVERY THREE MONTHS AND THE VEHICLE HAS 120,129 MILES ON IT. THE COST OF A USED ENGINE ALONE IS NEAR \$3000, PLUS LABOR TO INSTALL A MOTOR THAT COULD DO THE SAME THING. I WOULD LIKE KIA MOTORS TO REPLACE THE DEFECTIVE ENGINE WITH A NEW ENGINE AT NO COST.

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Vehicle: 2012 Kia Sorento  
 Date Complaint Filed: 08/16/2017  
 Date of Incident: 08/10/2017  
 Component(s): ENGINE  
 NHTSA ID Number: 11015830

**SUMMARY:**

ON 08/10/2017 WHILE DRIVING MY 2012 KIA SORENTO ON I-40. I HEARD A "RATTLING NOISE" FROM THE ENGINE. AS I SLOWED DOWN THE SOUND GOT LOUDER. I TURNED ON A SIDE STREET INTO A SAFE

1 AREA AND PARKED MY VEHICLE. THERE WAS  
2 SMOKE COMING FROM UNDER MY HOOD. I OPENED  
3 THE HOOD AND SAW 2 SMALL PATCHES OF FIRE. I  
4 WAS ABLE TO PUT THEM OUT, THEN RAN TO A BEST  
5 WESTERN HOTEL AND ASKED FOR A FIRE  
6 EXTINGUISHER IN CASE A FIRE WOULD ERUPT  
7 AGAIN. I RESEARCHED AND DISCOVERED THAT ON  
8 03/17/2017 KIA ANNOUNCED A RECALL FOR 2012  
9 SORENTOS. KIA'S RECALL: SC147: " BEARING WEAR  
10 MAY RESULT IN ENGINE SEIZURE" THIS IS ON KIA'S,  
11 NHTSA'S , PBS AND FORBES WEBSITES. [ NHTSA  
12 CAMPAIGN # 17V224000 "MACHINING ERRORS  
13 DURING THE ENGINE MANUFACTURING PROCESS  
14 MAY CAUSE PREMATURE BEARING WEAR WITHIN  
15 THE ENGINE"] I CONTACTED KIA'S CONSUMER  
16 AFFAIRS # AND THE PERSON TOLD THAT MY 2012 KIA  
17 SORENTO WAS NOT ELIGIBLE FOR THE RECALL. HE  
18 SAID MY VIN # WAS NOT PART OF THE RECALL. I HAD  
19 JUST RETURNED WITH MY FAMILY 1 DAY PRIOR  
20 FROM A TRIP TO MOBILE, AL. (1500 MILES ROUND  
21 TRIP). ON 08/12/17 I HAD MY VEHICLE TOWED TO  
22 BATTLEGROUND KIA WHERE THE ADVISOR &  
23 TECHNICIAN SHOWED ME THE PROBLEM A "THROWN  
24 ROD".THIS HOLE IS 3" TO 4" DIAMETER. (PICTURES  
25 ATTACHED). I ASKED WHAT COULD HAVE CAUSED  
26 THE ROD TO BE THROWN? I HAD MY OIL CHANGED  
27 ON SCHEDULE THE LATEST WAS 07/26/2017. THIS  
28 VEHICLE HAS 123,937 MILES ON IT. HE REPLIED HE  
DIDN'T KNOW WHAT CAUSED IT. ON 08/15/2017 I WAS  
INFORMED THAT TO REPLACE THE ENGINE WITH A  
USED ONE WITH 99,000 MILES WAS \$6400 PLUS  
LABOR. [THAT IS ABOUT 24,000 MILES LESS THAN  
MINE CURRENT MILEAGE WITH THE SAME  
POTENTIAL PROBLEM LINGERING TO HAPPEN AGAIN]  
IT IS OBVIOUS THAT THE PROBLEMS WITH THE  
RECALL ENGINES ARE IDENTICAL WITH MINE. I  
WOULD LIKE KIA MANUFACTURING TO REPLACE MY  
DEFECTIVE ENGINE WITH A NEW ENGINE AND  
RENTAL VEHICLE AT NO COST TO ME. I'LL LIKE TO

PARTNER WITH THE LOCAL DEALERSHIP TO RECTIFY THIS.

UPDATED 08/31/2017\*JS

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Vehicle: 2012 Kia Sorento  
Date Complaint Filed: 08/05/2017  
Date of Incident: 08/02/2017  
Component(s): ENGINE  
NHTSA ID Number: 11013013

**SUMMARY:**

AS I CAME AROUND A BEND AT ABOUT 20 MPH, MY 2012 KIA SORENTO DIED. THERE WAS NO WARNING, AND NO CHECK ENGINE LIGHT. I WAS ON A CITY STREET, AND HAD JUST PRESSED THE BRAKE PEDAL TO SLOW DOWN FOR THE TURN. THANKFULLY I WAS ABLE TO PULL INTO A PARKING LOT, AND NOT DRIVING ON THE HIGHWAY WITH MY CHILDREN. I TRIED TO CRANK THE CAR AGAIN, AND IT STARTED, RAN FOR A BRIEF MOMENT, SOUNDED NORMAL, THEN DIED. I TRIED TWICE MORE WITH THE SAME RESULT, THEN CALLED A TOW TRUCK TO GET HOME. WE CALLED THE DEALERSHIP THE NEXT DAY TO NOTIFY THEM OF THE ISSUE, AND THEY SENT OUT A TOW TRUCK. WHEN THEY TRIED TO CRANK IT, IT RAN ROUGH AND THEN DIED. WE ARE AWAITING APPROVAL FROM CORPORATE KIA, AS WE BELIEVE THAT THIS IS RELATED TO THE ENGINE RECALL THEY HAVE ISSUED.

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Vehicle: 2012 Kia Sorento  
Date Complaint Filed: 07/03/2017  
Date of Incident: 01/14/2017  
Component(s): ENGINE  
NHTSA ID Number: 11002875

**SUMMARY:**

TL\* THE CONTACT OWNS A 2012 KIA SORENTO. WHILE DRIVING 90 MPH, THE ENGINE FAILED WITHOUT WARNING. THE CONTACT STATED THAT THERE WAS A KNOCKING NOISE FROM INSIDE THE ENGINE AND THE VEHICLE LOST POWER. IN ADDITION, THE VEHICLE WOULD NOT SWITCH GEARS AND DECREASED IN ACCELERATION UNTIL THE CONTACT REACHED THE DEALER. CATHEDRAL CITY KIA OF CATHEDRAL CITY, CALIFORNIA REPLACED THE ENGINE IN THE VEHICLE. THE MANUFACTURER WAS MADE AWARE OF THE ISSUE AND STATED THAT THE FAILURE WAS INCLUDED IN AN UNKNOWN RECALL; HOWEVER, THE CONTACT'S VIN WAS NOT INCLUDED. THE FAILURE MILEAGE WAS 97,000.

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Vehicle: 2012 Kia Sorento  
 Date Complaint Filed: 06/27/2017  
 Date of Incident: 06/22/2017  
 Component(s): ENGINE  
 NHTSA ID Number: 11001807

**SUMMARY:**

MY ENGINE SEIZED WHILE DRIVING ON TO RAMP TO HIGHWAY. MY CAR CUT OFF AND WAS UNRESPONSIVE. I FORCED THE CAR TO THE SIDE OF THE ON-RAMP DURING RUSH HOUR TRAFFIC. AT THIS TIME, I HAD TO HAVE MY VEHICLE TOWED. THERE IS A RECALL ON THE 2012 KIA SORENTO ENGINE FOR IT STALLING WHILE DRIVING. I CALLED KIA CORPORATE FOR ASSISTANCE WITH THIS MATTER AND THEY ARE GIVING US THE RUN-AROUND. I HAVE HAD THE VEHICLE BORE SCOPED, PROVING SEIZING OF THE ENGINE. IN ADDITION, I AM A LICENCES AIR-FRAME AND POWER-PLANT MECHANIC SO I KNOW MY WAY AROUND A CAR. THIS WAS VERY DANGEROUS AND UNEXPECTED SITUATION TO BE IN.

Vehicle: 2012 Kia Sorento  
Date Complaint Filed: 07/27/2017  
Date of Incident: 06/23/2017  
Component(s): ENGINE  
NHTSA ID Number: 11001733

**SUMMARY:**

MY VEHICLE IS AT 117K MILES. IT USES APPROX 6 QTS OF OIL/3000 MILES.I CANNOT GET UP TO SPEED ON THE HIGHWAY AS IT WILL NOT AUTO SHIFT DOWN WITH ANY ACCELERATION RPMS RUN AND STAY AT 6,000 WHEN TRYING TO GET TO 70MPH - IT IS INCLUDED IN SC147 RECALL, HOWEVER THE DEALERSHIP IS STATING IT PASSED THE RECALL TEST AND IT'S THE TRANSMISSION NOT THE ENGINE. TRANSMISSION DOES NOT BURN OIL AT 6 QTS/3000 MILES

Vehicle: 2012 Kia Sorento  
Date Complaint Filed: 06/23/2017  
Date of Incident: 06/14/2017  
Component(s): ENGINE  
NHTSA ID Number: 11000841

**SUMMARY:**

TL\* THE CONTACT OWNS A 2012 KIA SORENTO. WHILE DRIVING ON THE HIGHWAY, THE MOTOR SEIZED. THE VEHICLE WAS UNABLE TO BE DRIVEN AND WAS TOWED TO AN INDEPENDENT REPAIR SHOP WHO INDICATED THAT THE VEHICLE NEEDED TO BE SERVICED BY AN AUTHORIZED DEALER. THE CONTACT WAS INCLUDED IN NHTSA CAMPAIGN NUMBERS: 17V224000 (ENGINE AND ENGINE COOLING) AND 15V626000 (POWER TRAIN), BUT THE CONTACT WAS UNABLE TO RECEIVE THE REMEDY AND PARTS FOR THE RECALL REPAIR. THE VEHICLE

1 WAS TOWED TO MEDVED KIA (11201 W INTERSTATE  
2 70 FRONTAGE RD N, WHEAT RIDGE, CO 80033, (303)  
3 421-0100). THE CONTACT WAS WAITING ON A  
4 RESPONSE FROM THE MANUFACTURER TO PROVIDE  
5 A REMEDY FOR THE TWO RECALL REPAIRS. THE  
6 MANUFACTURER STATED THAT THEY WOULD  
7 RESPOND, BUT THE CONTACT HAD NOT RECEIVED  
8 THE REPAIRS SINCE JUNE OF 2016. THE  
9 APPROXIMATE FAILURE MILEAGE WAS 104,000.  
10 PARTS DISTRIBUTION DISCONNECT.

11 Vehicle: 2012 Kia Sorento  
12 Date Complaint Filed: 06/19/2017  
13 Date of Incident: 03/31/2017  
14 Component(s): ENGINE  
15 NHTSA ID Number: 10995819

16 **SUMMARY:**

17 TL\* THE CONTACT OWNS A 2012 KIA SORENTO. THE  
18 CONTACT STATED THAT THE ENGINE MADE AN  
19 ABNORMAL NOISE AND STALLED SEVERAL TIMES  
20 WITHOUT WARNING. THE VEHICLE WAS UNABLE TO  
21 BE DRIVEN AND WAS TOWED TO THE DEALER  
22 (MORITZ KIA FORT WORTH 501 WEST FWY, FORT  
23 WORTH, TX 76116 (817) 560-6000). IT WAS DIAGNOSED  
24 THAT THE ENGINE ASSEMBLY NEEDED TO BE  
25 REPLACED. THE DEALER INDICATED THAT THEY  
26 WERE UNCERTAIN OF WHEN THE PART WOULD BE  
27 PRODUCED. THE CONTACT WAS PROVIDED WITH A  
28 LOANER VEHICLE, BUT WAS UNABLE TO DETERMINE  
A REASONABLE TIME FRAME FOR WHEN THE  
VEHICLE WOULD BE REPAIRED. THE  
MANUFACTURER WAS NOTIFIED OF THE FAILURE.  
THE APPROXIMATE FAILURE MILEAGE WAS 78,000.  
UPDATED 08/30/17\*LJ

1 Vehicle: 2012 Kia Sorento  
2 Date Complaint Filed: 06/16/2017  
3 Date of Incident: 05/01/2017  
4 Component(s): ENGINE  
5 NHTSA ID Number: 10995476

6 **SUMMARY:**

7 TL\* THE CONTACT OWNS A 2012 KIA SORENTO.  
8 WHILE OPERATING THE VEHICLE, A LOUD TICKING  
9 NOISE WAS PRESENT COMING FROM THE ENGINE  
10 AND THE VEHICLE SUDDENLY SHUT OFF. THE  
11 VEHICLE WAS TOWED TO SOUTHWEST KIA OF  
12 ROUND ROCK, TEXAS WHERE IT WAS DIAGNOSED  
13 THAT THE ENGINE WAS FAULTY AND NEEDED TO BE  
14 REPLACED. THE VEHICLE WAS NOT REPAIRED. THE  
15 MANUFACTURER WAS NOTIFIED OF THE FAILURE.  
16 THE FAILURE MILEAGE WAS 103,000.

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17 Vehicle: 2012 Kia Sorento  
18 Date Complaint Filed: 06/12/2017  
19 Date of Incident: 05/06/2017  
20 Component(s): ENGINE  
21 NHTSA ID Number: 10994530

22 **SUMMARY:**

23 ON TUESDAY MAY 16TH, 2017 AT ABOUT 10:30 PM I  
24 WAS DRIVING DOWN THE HIGHWAY IN MY KIA ALL  
25 OF A SUDDEN LOST POWER. THERE WAS NO  
26 INDICATION THAT A PROBLEM EXISTED. I WAS  
27 DRIVING EAST ON THE INTERSTATE AT ABOUT 70  
28 MPH BUT I WAS ABLE TO MANEUVER TO THE SIDE OF  
THE ROAD AFTER THE LOSS OF POWER AND  
AVERTED BEING HIT FROM BEHIND FROM A SEMI. I  
HAD 5 OTHER OCCUPANTS IN THE CAR AS WE WERE  
COMING HOME FROM A BALL GAME. A GOOD  
SAMARITAN HAPPENED ALONG AND TOOK THE  
OCCUPANTS TO A WAFFLE HOUSE WHILE I WAITED  
WITH MY WIFE FOR A TOW TRUCK. WE TOOK THE

CAR TO MY MECHANIC WHO INFORMED ME THAT THE ENGINE HAD SEIZED. HE NOTICED THAT THERE WERE BITS OF METALLIC IN THE OIL AND SAID IT WOULD BE BEST TO HAVE IT REPLACED. WE HAD STARTED INVESTIGATING THE COST OF A USED ENGINE WHEN I READ ABOUT A CLASS ACTION SUIT INVOLVING KIA AND OWNERS OF CARS WITH A 2.4 GDI ENGINE. THEIR COMPLAINTS PARALLELED WHAT I HAD JUST WITNESSED. THE RECALL NUMBER FOR THIS IS NHTSA 17V-224.

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Vehicle: 2012 Kia Sorento  
 Date Complaint Filed: 06/01/2017  
 Date of Incident: 05/19/2017  
 Component(s): ENGINE  
 NHTSA ID Number: 10992669

**SUMMARY:**

TL\* THE CONTACT OWNS A 2012 KIA SORENTO. WHILE DRIVING 45 MPH, THE CRANK CASE BEARING IN THE ENGINE DISINTEGRATED AND RUINED THE MOTOR. THE VEHICLE WAS TOWED TO OXONDALE KIA IN FLAGSTAFF ARIZONA WHERE IT WAS DIAGNOSED THAT METAL FRAGMENTS ENTERED INTO THE ENGINE OIL DEPOSIT, WHICH CAUSED FURTHER DAMAGE TO THE VEHICLE. THE SERVICE MANAGER AT THE DEALER STATED THAT THERE WAS A RECALL FOR THE FAILURE, BUT THE CONTACT'S VIN WAS NOT INCLUDED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE RECALL DETAILS WERE NOT PROVIDED. THE FAILURE MILEAGE WAS APPROXIMATELY 81,000.

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Vehicle: 2012 Kia Sorento  
 Date Complaint Filed: 03/31/2017  
 Date of Incident: 03/30/2017

Component(s): ENGINE  
NHTSA ID Number: 10992492

**SUMMARY:**

5/30/2017 I WAS DRIVING AND I WAS MERGING ONTO THE FREEWAY SO I GAVE MY CAR ABOUT HALF THROTTLE AND AS SOON AS THE CAR STARTED TO ACCELERATE THE ENGINE STOPPED ACCELERATING WHILE MY FOOT WAS STILL ON THE GAS AND ALL OF THE LIGHT WENT ON ON MY DASHBOARD AND THE ENGINE COMPLETELY SHUT OFF. THE RPM'S DROPPED COMPLETELY BUT EVERYTHING ELSE STAYED ON, LIGHTS, STEERING, BRAKES, INTERIOR ELECTRONICS, EVERYTHING BUT THE ENGINE ITSELF REMAINED ON. I WENT TO START THE CAR AFTER I CAME TO A COMPLETE STOP AND IT MAKE SOME WEIRD TICKING NOISES BEFORE IT ACTUALLY TURNED ON AND IT IDLED, BUT AS SOON AS I GAVE IT SOME GAS THE ENGINE SHUT OFF.

DEALER SAID ENGINE WAS SEIZED AND THERE WAS SLUDGE IN THE OIL, DID NOT PHYSICALLY SEE THIS MY SELF

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Vehicle: 2012 Kia Sorento  
Date Complaint Filed: 05/24/2017  
Date of Incident: 05/15/2017  
Component(s): ENGINE  
NHTSA ID Number: 10991363

**SUMMARY:**

TL\* THE CONTACT OWNS A 2012 KIA SORENTO. THE CONTACT STATED THAT WHILE DRIVING AT APPROXIMATELY 60 MPH, ALL THE WARNING INDICATORS ILLUMINATED AND THE VEHICLE LOST ACCELERATION POWER. THE CONTACT COASTED TO THE SIDE OF THE ROAD. THE VEHICLE WAS TOWED TO THE RESIDENCE. THE FOLLOWING DAY THE VEHICLE WAS TOWED TO THE DEALER WHERE IT

1 WAS DIAGNOSED THAT THE ENGINE NEEDED TO BE  
2 REPLACED. THE VEHICLE WAS NOT REPAIRED. THE  
3 MANUFACTURER WAS NOTIFIED OF THE FAILURE.  
4 THE APPROXIMATE FAILURE MILEAGE WAS 82,000.

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5 Vehicle: 2012 Kia Sorento  
6 Date Complaint Filed: 05/16/2017  
7 Date of Incident: 03/16/2017  
8 Component(s): ENGINE  
9 NHTSA ID Number: 10985936

10 **SUMMARY:**

11 I HAVE CONTACTED THE KIA DEALERSHIP THREE  
12 TIMES ABOUT THIS CAR BURNING OIL. THEY TOLD  
13 ME THIS IS NORMAL FOR A VEHICLE THAT HAS 90,000  
14 MILES ON IT. ONE TIME I HAD TO PUT 2 QUARTS OF  
15 OIL IN IT AND THEN AFTER DRIVING 400 MILES I HAD  
16 TO PUT ANOTHER 1 QUART OF OIL IN IT. I  
17 UNDERSTAND THEY COULD BE A PROBLEM WITH  
18 THE 2.4 ENGINE IN THIS VEHICLE. ALL I AM ASKING  
19 IS FOR THEM TO DO A COMBUSTION TEST ON THE  
20 ENGINE WHILE IT IS STILL UNDER WARRANTY.

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21 Vehicle: 2012 Kia Sorento  
22 Date Complaint Filed: 05/08/2017  
23 Date of Incident: 05/01/2017  
24 Component(s): ENGINE  
25 NHTSA ID Number: 10984187

26 **SUMMARY:**

27 TL\* THE CONTACT OWNS A 2012 KIA SORENTO. THE  
28 CONTACT STATED THAT THERE WAS A SUDDEN LOSS  
OF POWER WHEN APPLYING THE ACCELERATOR  
PEDAL. THE DRIVER NOTICED THAT SMOKE WAS  
EMITTING UNDER THE HOOD OF THE VEHICLE, THE  
CHECK ENGINE WARNING LIGHT ILLUMINATED AND  
A FIRE ERUPTED UNDER THE HOOD. A PASSERBY  
STAYED WITH THE DRIVER UNTIL A STATE TROOPER

1 WAS PRESENT AS THE VEHICLE WAS ON FIRE AND  
2 THE FLAMES WENT OUT OVER TIME. THE DRIVER  
3 WAS ABLE TO EXIT THE VEHICLE. THE VEHICLE WAS  
4 TOWED TO A MECHANIC YARD. THE VEHICLE WAS  
5 NOT INCLUDED IN NHTSA CAMPAIGN NUMBER:  
6 17V224000 (ENGINE AND ENGINE COOLING). THE  
7 CONTACT WAS WAITING TO DETERMINE A RESPONSE  
8 FROM THE MANUFACTURER TO DIAGNOSE HOW THE  
9 FAILURE OCCURRED. THE APPROXIMATE FAILURE  
10 MILEAGE WAS 103,000. ..UPDATED 06/27/17 \*BF

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9 Vehicle: 2012 Kia Sorento  
10 Date Complaint Filed: 04/27/2017  
11 Date of Incident: 04/01/2017  
12 Component(s): ENGINE  
13 NHTSA ID Number: 10981104

14 **SUMMARY:**

15 CAR NEVER GAVE A WARNING THAT ANYTHING WAS  
16 WRONG, TOOK IT TO GET REGULAR OIL CHANGES AS  
17 NEEDED AND SUDDENLY IN TRAFFIC WHILE MOVING  
18 FORWARD, THE CAR BEGAN BUCKING AND JUMPING,  
19 THE NOISE SOUNDED LIKE A CLUCK. I THOUGHT  
20 SOMETHING HAD FALLEN OFF AS THE CAR WAS  
21 ORIGINALLY DRIVING SMOOTHLY. I HAD IT TOWED  
22 TO KIA AND IT WAS SAID THE ENGINE WAS NO  
23 GOOD. NO WARNING LIGHTS OR ENGINE LIGHTS  
24 EVER CAME ON TO FOREWARN OF ANY ISSUES EVER  
25 WITH THE CAR.

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24 Vehicle: 2012 Kia Sorento  
25 Date Complaint Filed: 04/19/2017  
26 Date of Incident: 04/17/2017  
27 Component(s): ENGINE  
28 NHTSA ID Number: 10979270

28 **SUMMARY:**

BOUGHT MY SORENTO BRAND NEW. HAVE HAD FOR

1 5 YEARS AND HAVE 1 YEAR LEFT ON LOAN. I HAVE  
2 RECORDS OF TAKING VEHICLE TO DEALERSHIP AND  
3 HAD SEVERAL COMPLAINTS OF HEARING RATTLE  
4 LIKE A PAINT CAN.. YET THEY BLEW ME OFF. GAVE  
5 ME POOR EXCUSES FOR REASONING AND STATED  
6 THIS WAS NORMAL SOUND.. I FELT THAT THERE WAS  
7 AN ISSUE YET BELIEVED THE TECHNICIAN OVER MY  
8 CONCERNS.. NOISES CONT FOR COUPLE YEARS YET  
9 NOTHING GOT WORSE. THEN SHE. I WAS AT 128 K  
10 MILES KIA SENDS OUT THE EXTENDED WARRANTY  
11 LETTER AND I TOOK MY VEHICLE TO ANOTHER  
12 DEALER TO GET AN UNDERSTANDING THAT THIS  
13 ISN'T A NORMAL SOUND AND THAT THERE WAS  
14 SOMETHING SERIOUSLY WRONG YET THEY  
15 BELIEVED A ENGINE FLUSH WOULD GET RID OF  
16 CARBON BUILD UP AND ALL WOULD BE GOOD..  
17 AFTER PAYING OUT OF POCKET FOR THIS NOTHING  
18 CHANGED AND I GOT LITTLE TO NO ASSISTANCE W  
19 THE NEW DEALER I TRAILED. I DON'T TO DRIVE THE  
20 VEHICLE BC I HAD NO OPTIONS. NO MONEY LEFT TO  
21 FIX MY CAR IN WHICH CAST ME MONTHLY...  
22 REPAIRED ALL THINGS NEEDED BY THE KIA BOOK  
23 AND AS REQUIRED BY SERVICING W FUEL  
24 ADDITIVES AS RECOMMENDED YET NOW I HAVE A  
25 COMPLETE BLOWN ENGINE. STILL OWE AND NOW  
26 FIGHTING TO GET KIA TO HELP ME. THE RECALL  
27 LETTER ISN'T OUT YET THERE IS EXPECTED A  
28 RECALL.. I NOW HAVE 141K MILES AND NEED HELP..  
I'M LUCKY THAT WE WERE NOT HURT.. OUR ENGINE  
BLEW IN THE MOUNTAINS.. TOOK ME AAA.. 150  
BUCKS AND 6HRS TO GET HOME W FRIENDS  
ASSISTANCE..

Vehicle: 2012 Kia Sorento  
Date Complaint Filed: 04/07/2017  
Date of Incident: 08/07/2014  
Component(s): ENGINE  
NHTSA ID Number: 10971238

**SUMMARY:**

I USED MOBILE ONE 5W30, I USED KIA OIL FILTERS (2 GENERIC), I HAD 44,516K MILES ON IT ON AUGUST 7, 2014. I DID 8 OIL CHANGES. MY CAR WAS RUNNING PERFECTLY FINE. NO WHITE OR BLACK SMOKE, NO DASHBOARD LIGHTS, NOT SLUGGISH, NOTHING AND THE ENGINE SEIZED WITHOUT WARNING. I WAS ON THE HIGHWAY DOING ABOUT 65 WHEN I HEARD A FLUTTERING NOISE THAT VERY QUICKLY TURNED INTO A KNOCKING NOISE. I COULD BARELY PULL OVER WITHOUT ALMOST GETTING HIT TWICE. I HAD IT TOWED TO THE DEALERSHIP AND THEY SAID I NEVER DID ANY OIL CHANGES AND THERE WAS APPROXIMATELY 20K MILES WORTH OF SLUDGE IN MY ENGINE. MY OIL WAS CHANGED AROUND MARCH 7, 2014. KIA MOTORS DOWN RIGHT REFUSED TO EVEN LOL AT IT. I HIRED AN ATTORNEY WHO WROTE A DEMAND LETTER AND 4 MONTHS LATER THEY DOWN RIGHT REFUSED TO FIX IT UNDER THE WARRANTY. MY CAR SAT IN MY DRIVEWAY FOR OVER 15 MONTHS. I REPORTED THIS TO NHTSA BACK IN LATE 2012 EARLY 2013. I WROTE A LETTER TO THE OWNER OF THE DEALERSHIP AND SHE PUT A USED ENGINE IN IT AND PAID FOR HALF. NEEDLESS TO SAY I'M HAPPY I HAVE MY CAR BACK BUT I DON'T TRUST IT. I HAVE THE TOP OF THE LINE SX AWD AND I ALSO ADDED THE AMBIENT LIGHTING AND TINTED THE FRONT WINDOWS. I LOVE MY CAR BUT FEEL I SHOULD BE COMPENSATED FOR THE SHEAR HELL AND HUGE FINANCIAL BURDEN IT HAS CAUSED MY FAMILY. I'VE HAD IT BACK SINCE NOVEMBER 12, 2016 AND THE FINANCIAL BURDEN IS STILL HAUNTING MY FAMILY.

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Vehicle: 2012 Kia Sorento  
Date Complaint Filed: 03/03/2017  
Date of Incident: 02/24/2017

Component(s): ENGINE  
NHTSA ID Number: 10958352

**SUMMARY:**

COMPLETE ENGINE FAILURE. WHILE PASSING A LARGE TRUCK ON A NARROW TWO LANE HIGHWAY THE ENGINE COMPLETELY SHUT DOWN MIDWAY THROUGH THE PASS. MOMENTUM ALLOWED THE CAR TO COMPLETE THE PASS, BUT DUE TO THE SPEED AND WITHOUT POWER STEERING IT WAS VERY DIFFICULT TO MANEUVER. FORTUNATELY I WAS FAMILIAR WITH THE ROAD AND ABLE TO MAKE IT SAFELY TO A PULL OFF. MY LOCAL REPAIR GARAGE DETERMINED THE ENGINE IS SEIZED, WITH METAL FRAGMENTS IN THE OIL. HAVE MADE MULTIPLE ATTEMPTS TO CONTACT THE DEALER WHERE THE CAR WAS PURCHASED. TO DATE, NO RESPONSE. CAR IS CURRENTLY NOT DRIVABLE.

Vehicle: 2012 Kia Sorento  
Date Complaint Filed: 03/02/2017  
Date of Incident: 03/02/2017  
Component(s): ENGINE  
NHTSA ID Number: 10958256

**SUMMARY:**

VEHICLE WAS ON THE HIGHWAY AT APPROXIMATELY 55 MPH, READY TO GET OFF OFF RAMP WHEN VEHICLE STARTED RUNNING ROUGH AND TURNED OFF, ON 2-28-17 IN THE MORNING. WE TOWED IT TO THE KIA SERVICE. THEY DIAGNOSED SLUDGE IN THE ENGINE AND THAT IT HAS TO BE REPLACED. THE VEHICLE ONLY HAS 84K MILES AND THE OIL CHANGES HAVE BEEN DONE EVERY 3 TO 4 K. THEY REQUESTED ALL THE OIL SERVICE RECORDS.

Vehicle: 2012 Kia Sorento  
Date Complaint Filed: 02/18/2017  
Date of Incident: 06/04/2016  
Component(s): ENGINE  
NHTSA ID Number: 10955428

**SUMMARY:**

ENGINE FAILURE ENGINE STOPPED IN MIDDLE OF  
HIGHWAY TRAVELING AT 55 MPH STRAIGHT  
HIGHWAYPUT FAMILY IN DANGER 2016 JUNE OIL  
LEAKING ALL OVER GROUND AND ELECTRICAL  
FAILURE PUSHED CAR TO SIDE OF HIGHWAY .140000  
MILE PAST WARRANTY KIA REFUSE TO FIX.

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Vehicle: 2012 Kia Sorento  
Date Complaint Filed: 01/06/2017  
Date of Incident: 12/30/2016  
Component(s): ENGINE  
NHTSA ID Number: 10940101

**SUMMARY:**

I NOTICED THAT UPON STARTING , MY KIA LET OUT  
BLUE SMOKE. I SAW NO WARNING LIGHTS, NO OIL  
ON THE GROUND, NO INDICATION OF A SERIOUS  
PROBLEM OTHER THAN THE SMOKE.

I HAVE A LITTLE OVER 95,000 MILES ON THE CAR  
AND A 100,000 MILE WARRANTY

I MADE AN APPOINTMENT TO SERVICE THE CAR AND  
HAVE IT LOOKED AT. EVERYTHING WAS RUNNING  
FINE AND DRIVING FINE.

THREE DAYS LATER, THE CHECK ENGINE LIGHT  
CAME ON. NO OTHER INDICATORS WERE PRESENT. I  
DROVE THE CAR A SHORT DISTANCE AND IT SEIZED  
UP WHILE I WAS TRAVELING AT ABOUT 45 MPH.

1 I CHANGED THE OIL ON A REGULAR BASIS & DID THE  
2 NORMAL SERVICE WORK.

3 THE CAR WAS TOWED TO THE DEALER. THE DEALER  
4 INSPECTED THE CAR AND SAID IT NEEDED A NEW  
5 ENGINE AND REAR END. THE REAR END WOULD BE  
6 COVERED UNDER WARRANTY BUT THE ENGINE  
7 WOULD NOT. I DID NOT HAVE MY RECEIPTS FOR OIL  
8 CHANGES.

9 I AM TRYING TO GET KIA TO HONOR THE  
10 WARRANTY. THEY WILL COVER THE REAR END BUT  
11 NOT THE ENGINE AT THIS POINT. \*TR

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12 Vehicle: 2012 Kia Sorento  
13 Date Complaint Filed: 12/09/2016  
14 Date of Incident: 12/08/2016  
15 Component(s): ENGINE  
16 NHTSA ID Number: 10934130

17 **SUMMARY:**  
18 CATASTROPHIC ENGINE FAILURE, STATIONARY,  
19 ENGINE SEIZED UP AFTER OWNING IT FOR 10  
20 MONTHS. 104,000 MILES, OIL CHANGES REGULAR,  
21 METAL SHAVINGS IN OIL, NO OIL LIGHTS OR ENGINE  
22 LIGHTS ON. \*TR

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23 Vehicle: 2012 Kia Sorento  
24 Date Complaint Filed: 10/12/2016  
25 Date of Incident: 10/9/2016  
26 Component(s): ENGINE  
27 NHTSA ID Number: 10915477

28 **SUMMARY:**  
10/09/2016 DRIVING HOME FROM BEING EVACUATED  
BECAUSE OF HURRICANE MATTHEW, WITH MY

1 DAUGHTER, SON-IN-LAW AND GRANDBABY. WHILE  
2 GOING DOWN THE HWY 65 MILES PER HOUR, WE  
3 HEARD A LOUD NOISE, I FELT A THUMP UNDER MY  
4 FOOT ON THE PASSENGER SIDE. WE LATER LEARNED  
5 IT WAS THE ROD THAT WENT THROUGH THE ENGINE.  
6 THANK GOD MY HUSBAND COSTED THE CAR OVER  
7 TO THE SIDE, IT WOULD NOT START. WE CALLED FOR  
8 HELP FROM A FRIEND THEY PICKED US UP. TOWED  
9 THE CAR TO KIA DEALERSHIP IN MYRTLE BEACH.

10 WE HAVE JUST LEARNED THEY ARE NOT GOING TO  
11 PAY FOR A NEW MOTOR. THEY HAVE DETERMINED IT  
12 WAS NOT THEIR FAULT!! HOW IS THIS POSSIBLE??  
13 WITH ALL THESE COMPLAINTS. WHY IS THERE NOT A  
14 CLASS ACTION LAW SUITE?

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15 Vehicle: 2012 Kia Sorento  
16 Date Complaint Filed: 09/22/2016  
17 Date of Incident: 09/22/2016  
18 Component(s): ENGINE  
19 NHTSA ID Number: 10908736

20 **SUMMARY:**

21 TL\* THE CONTACT OWNS A 2012 KIA SORENTO.  
22 WHILE DRIVING VARIOUS SPEEDS, AN ABNORMAL  
23 SOUND WAS HEARD COMING FROM THE BOTTOM OF  
24 THE VEHICLE. THE VEHICLE STALLED WITHOUT  
25 WARNING. THE CONTACT PULLED OVER TO THE  
26 SHOULDER, BUT THE VEHICLE FAILED TO RESTART.  
27 THE VEHICLE WAS TOWED TO THE DEALER WHERE  
28 IT WAS DIAGNOSED THAT THERE WAS A HOLE IN  
THE ENGINE BLOCK, THE RODS CAME APART, AND  
THERE WAS NO OIL IN THE VEHICLE. THE DEALER  
STATED THAT THE ENGINE BLOCK WOULD HAVE TO  
BE REPLACED. THE VEHICLE WAS NOT REPAIRED.  
THE MANUFACTURER WAS NOTIFIED OF THE  
FAILURE. THE APPROXIMATE FAILURE MILEAGE  
WAS 14,000.

Vehicle: 2012 Kia Sorento  
Date Complaint Filed: 09/22/2016  
Date of Incident: 09/02/2016  
Component(s): ENGINE  
NHTSA ID Number: 10908752

**SUMMARY:**

TL\* THE CONTACT OWNS A 2012 KIA SORENTO. WHILE DRIVING 80 MPH, THE VEHICLE DECELERATED AND STALLED WITHOUT WARNING. THE VEHICLE WAS TOWED TO THE DEALER WHERE IT WAS DIAGNOSED THAT A ROD WENT THROUGH THE ENGINE BLOCK. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 144,000.

Vehicle: 2012 Kia Sorento  
Date Complaint Filed: 08/12/2016  
Date of Incident: 08/07/2016  
Component(s): ENGINE  
NHTSA ID Number: 10895275

**SUMMARY:**

WHILE DRIVING 70MPH ON THE HIGHWAY THE ENGINE SHUT DOWN NO WARNING LIGHTS, NO CHECK ENGINE LIGHTS, NO WARNING WHAT SO EVER. WE HAD A NEAR MISS WITH THE PERSON BEHIND US BUT WERE ABLE TO GET TO THE SIDE OF THE ROAD WITHOUT INCIDENT. THE VEHICLE WOULD NOT START. AFTER WAITING 15 MINUTES I WAS ABLE TO GET THE VEHICLE TO START, IT NOW HAS A LOUD CLANK COMING FROM THE ENGINE AND STILL NO POWER. WE WERE STRANDED UNABLE TO DRIVE IT. WE HAD IT TOWED TO THE DEALERSHIP. THE SERVICE DEPARTMENT LOOKED AT IT AND

1 FOUND METAL SHAVINGS IN THE MOTOR, SAID HE  
2 HAS HAD TO FIX MANY OF THESE ISSUES ON THIS  
3 PARTICULAR MOTOR, GDI 2.4 L AND THAT IT IS A  
4 MANUFACTURING ISSUE NOTHING WE DID. THE  
5 CAUSE WAS FROM METAL SHAVINGS BLOCKING OIL  
6 PASSAGE TO THE RODS AND THE ROD BEARINGS  
7 WENT OUT CAUSING A CATASTROPHIC ENGINE  
8 FAILURE WITHOUT WARNING.

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8 Vehicle: 2012 Kia Sorento  
9 Date Complaint Filed: 08/06/2016  
10 Date of Incident: 08/02/2016  
11 Component(s): ENGINE  
12 NHTSA ID Number: 10893682

13 **SUMMARY:**

14 THE CAR WOULD LOSE POWER WHILE DRIVING THEN  
15 ACCELERATE TO SPEED. THIS WAS FOLLOWED BY  
16 SMOKE FROM THE TAIL PIPE. I HAVE RETURNED TO  
17 THE YONKERS KIA DEALERSHIP ON CENTRAL PARK  
18 AVENUE IN YONKERS NY ON AUGUST 5TH, 2016 TO  
19 LOOK INTO A PROBLEM. A DIAGNOSTIC WAS DONE  
20 AND IT WAS DETERMINED THE ENGINE WAS RUINED  
21 DO TO SLUG BUILD UP. I WAS TOLD THAT A  
22 REPLACEMENT WOULD COAST ABOUT \$10,000. ODD  
23 FOR ME BECAUSE MY WIFE AND I TOOK THE CAR IN  
24 FOR REGULAR OIL CHANGES AND NO INDICATION OF  
25 ENGINE ISSUES DISPLAYED ON THE DASHBOARD.

26 AFTER SPEAKING TO A SERVICE REPRESENTATIVE  
27 HE STATED THAT I WOULD HAVE TO SUPPORT PROOF  
28 OF MAINTENANCE ON MY CAR WHICH WOULD  
ALLOW MY REPAIRS DONE UNDER OUR WARRANTY.  
I BECAME EXTREMELY DISILLUSIONED AFTER  
BRINGING THE CAR INTO KIA DUE TO AN ISSUE THAT  
CAN BE TIED TO THE MANUFACTURER. WE WERE  
DENIED SERVICE UNDER THE WARRANTY WHICH WE  
ARE STILL UNDER. OUR CAR IS FAIRLY NEW WITH

1 LESS THAN 25K MILES. WE CARRIED OUT ALL OF THE  
2 STEPS THUS FAR INCLUDING TAKING CARE OF OUR  
3 INVESTMENT, PROVING OUR CAR HAS BEEN TAKEN  
4 CARE OFF INCLUDING KEEPING METICULOUS  
5 ANNOTATIONS (KEPT IN THE LOG PROVIDED BY KIA)  
6 AND RECEIPTS TO DATE. THIS IS ANOTHER EXAMPLE  
7 OF BIG COMPANIES LOOKING FOR LOOPHOLES AND  
8 USING TACTICS TO SWINDLE PEOPLE OF THEIR HARD  
9 EARNED PAYCHECKS.

10 HOWEVER, KIA DOES NOT WANT TO HONOR US. OUR  
11 PAPERWORK/LOG/RECEIPTS ARE BEING TAKEN  
12 APART WITH PREJUDICE IN ORDER TO NOT PROVIDE  
13 SERVICES AND RECTIFY THIS ISSUE THAT IS PROVEN  
14 TO BE A DEFECT.

15 WE ARE CONCLUDING THAT BASED ON THE POOR  
16 HANDLING OF OUR CASE AND MANY OTHERS LIKE  
17 OURS, KIA AND ITS AFFILIATES /DEALERS AND  
18 CORPORATE, ARE NOT ABOUT SAFETY AND  
19 CUSTOMER SATISFACTION. ALL WE ASK IS THAT KIA  
20 HONORS ITS WARRANTY RATHER THAN FINAGLE  
21 USE ON THE FABRICATED NOTION THAT WE ARE AT  
22 FAULT RATHER THAN POOR ENGINEERING.

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23 Vehicle: 2012 Kia Sorento  
24 Date Complaint Filed: 07/29/2016  
25 Date of Incident: 07/05/2016  
26 Component(s): ENGINE  
27 NHTSA ID Number: 10891685

28 **SUMMARY:**

TL\* THE CONTACT OWNS A 2012 KIA SORENTO.  
WHILE DRIVING 70 MPH, THE VEHICLE RANDOMLY  
STALLED WITHOUT WARNING. THE VEHICLE WAS  
UNABLE TO BE DRIVEN DUE TO THE FAILURE AND  
WAS TOWED TO THE DEALER. THE DEALER  
INDICATED THAT THE ENGINE FRACTURED AND

1 FRAGMENTS ENTERED INTO OTHER AREAS OF THE  
2 VEHICLE. THE DEALER REPLACED THE ENGINE  
3 ASSEMBLY. THE MANUFACTURER WAS NOTIFIED OF  
4 THE FAILURE AND PROVIDED NO SOLUTION. THE VIN  
5 WAS NOT AVAILABLE. THE APPROXIMATE FAILURE  
6 MILEAGE WAS 67,000. UPDATED 09/23/16\*LJ

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7 Vehicle: 2013 Kia Sorento  
8 Date Complaint Filed: 10/05/2017  
9 Date of Incident: 09/22/2017  
10 Component(s): ENGINE  
11 NHTSA ID Number: 11031971

12 **SUMMARY:**

13 KIA REPLACED MY ENGINE TWICE, DUE TO OIL  
14 CONSUMPTION. A MONTH AFTER THE FIRST ENGINE  
15 REPLACEMENT, I HAD THE SAME PROBLEMS.. SMOKE  
16 COMING OUT OF EXHAUST, LOSS OF POWER,  
17 STALLING AND OIL CONSUMPTION. I WAS IN AND  
18 OUT OF KIA'S SERVICE DEPARTMENT. THEY TOLD  
19 ME NOTHING WAS WRONG! I MOVED FROM CO TO  
20 NE, MY HUSBAND AND I HAD TO ADD OIL EVERY 100  
21 MILES, WITH SMOKE COMING OUT OF EXHAUST AND  
22 STALLING. LINCOLN NE KIA FOUND AN OIL LEAK AT  
23 THE EXHAUST MANIFOLD RIGHT AWAY! KIA  
24 INSTRUCTS THEN TO REPLACE MY ENGINE AGAIN!  
25 ONCE THEY REPLACED ENGINE, THEY STILL SAW  
26 THE LEAK AT THE EXHAUST MANIFOLD WITH  
27 RESULTED IN MORE GUESSING AND PARTS. THE DAY  
28 AFTER I PICKED IT UP, MY HUSBAND AND I WENT  
OUT TO DINNER AND MY SORENTO DIED IN THE  
MIDDLE OF THE ROAD. RIGHT AWAY CALLED AND  
GOT IT BACK IN. AT FIRST THEY COULD NOT  
DUPLICATE, HOWEVER AFTER TAKING IT 50 MILES, IT  
DIED 3 TIMES. THEY STILL CAN'T FIND ANYTHING,  
BUT FEEL IT MAY BE THE THROTTLE BODY. THEY  
PUT A USED ONE ON AND HAVE ME DRIVE IT A FEW  
WEEKS, IT DIDN'T DIE DURING THAT TIME, SO THEY

1 ORDERED A NEW ONE AND INSTALLED. A MONTH  
2 LATER I DRIVE TO CO, I BREAK DOWN, IT'S TOWED  
3 BACK AND KIA CAN'T FIND ANYTHING. I DRIVE IT  
4 AND IT DIES 1/2 DOZEN MORE TIMES, EACH TIME I  
5 TAKE IT RIGHT IN, BUT THE CODE HAS CLEARED AND  
6 THEY CAN'T FIND ANYTHING! FINALLY, IT DOES AND  
7 THE LIGHT STAYS ON, IT SHOWS IT'S THE MAP  
8 SENSOR. KIA HAS A SPECIALIST COME OUT TO  
9 INSTALL THAT AND INSPECT MY CAR. THEY SAY IT'S  
10 FIXED AND SAFE. I DRIVE TO CO ON 9/22/17, 2  
11 MONTHS LATER AND MY ENGINE CATCHES ON FIRE. I  
12 LOSS MY BRAKES, CAN'T PUT IT IN PARK AND  
13 EMERGENCY BRAKE WON'T WORK. FLAMES ARE  
14 EVERYWHERE, SMOKE FILLING MY CAR. I JUMP OUT  
15 OF MY BURNING, MOVING CAR AND SECONDS LATER  
16 THE WHOLE THING ENGULFS IN FLAMES! MOST  
17 HORRIFIC, AWFUL THING EVER! I WAS LUCKY  
18 ENOUGH TO HAVE MINOR INJURIES. MY MENTAL  
19 AND EMOTIONAL STATE ARE A MESS! KIA WON'T DO  
20 ANYTHING!

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21 Vehicle: 2013 Kia Sorento  
22 Date Complaint Filed: 09/14/2017  
23 Date of Incident: 06/26/2017  
24 Component(s): ENGINE  
25 NHTSA ID Number: 11023453

26 **SUMMARY:**

27 MILITARY STATIONED OVERSEAS WITH AN  
28 UPCOMING MOVE TO THE USA (MOVED AUGUST  
2017).ENGINE LIGHT ILLUMINATED ON JUNE 25 2017.  
ENGINE KNOCK STARTED ON JUNE 26. TOWED TO  
DEALERSHIP IN ENGLAND ON JULY 11. CAR WAS  
RULED INOPERABLE WITH ENGINE FAILURE ON JULY  
12. WE WERE FORCED TO LEAVE OUR CAR IN  
ENGLAND DUE TO PARTS AVAILABILITY AND LACK  
OF ASSISTANCE FROM KIA. WE STILL HAVE NOT  
HEARD ABOUT PARTS AVAILABILITY NOR ARE WE IN

1 POSSESSION OF OUR CAR. NEARING 3 MONTHS  
2 WITHOUT OUR VEHICLE HAS PUT US IN FINANCIAL  
3 DISTRESS.

---

4  
5 Vehicle: 2013 Kia Sorento  
6 Date Complaint Filed: 07/2/2017  
7 Date of Incident: 07/16/2017  
8 Component(s): ENGINE  
9 NHTSA ID Number: 11010999

10 **SUMMARY:**

11 CAR HAS 45K MILES. TOTAL LOSS DUE TO ENGINE  
12 FIRE. OIL PAN FAILURE. CAUSE AND ORIGIN REPORT  
13 PENDING

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14 Vehicle: 2013 Kia Sorento  
15 Date Complaint Filed: 07/11/2017  
16 Date of Incident: 06/30/2017  
17 Component(s): ENGINE  
18 NHTSA ID Number: 11004374

19 **SUMMARY:**

20 MY HUSBAND AND I WERE DRIVING NORTH ON I-49  
21 IN LOUISIANA WHEN OUR 2013 KIA SORENTO  
22 (APPROXIMATELY 86,000 MILES) BEGAN MAKING A  
23 CLICKING/KNOCKING NOISE UPON ACCELERATION,  
24 THE CHECK ENGINE LIGHT BEGAN BLINKING, AND  
25 THE ENGINE IMMEDIATELY SHUT DOWN. WE PULLED  
26 OVER TO THE SHOULDER, TURNED THE VEHICLE OFF,  
27 AND ATTEMPTED TO RESTART THE VEHICLE;  
28 HOWEVER, THE ENGINE FAILED TO RESTART. WE  
TURNED OUR EMERGENCY LIGHTS ON FOR  
CAUTIONARY PURPOSES, BUT AFTER  
APPROXIMATELY 30 MINUTES, THE LIGHTS  
COMPLETELY STOPPED WORKING. THERE WAS  
EVIDENCE OF OIL LEAKAGE UNDERNEATH THE  
VEHICLE, AS WELL AS OIL SPLATTER UNDERNEATH

1 THE HOOD OF THE VEHICLE NEAR THE ENGINE AND  
2 OVER THE ENTIRE EXTERIOR OF THE VEHICLE, FROM  
3 THE FRONT HOOD TO THE BACK WINDOW. WE HAD  
4 THE VEHICLE TOWED TO THE NEAREST KIA  
5 DEALERSHIP AND WERE TOLD BY THE SERVICE  
6 DEPARTMENT THAT THE BEARINGS IN THE ENGINE  
7 HAD FAILED, WHICH RESULTED IN "CATASTROPHIC  
8 ENGINE FAILURE," AND THAT ENGINE WILL NEED TO  
9 BE REPLACED. WE WERE ALSO INFORMED THAT THE  
10 ENGINE IN OUR VEHICLE IS A 2.4-L MPI ENGINE,  
11 WHICH IS NOT PART OF THE CURRENT RECALL;  
12 HOWEVER, INDIVIDUALS AT THE DEALERSHIP AND  
13 WITH KIA CUSTOMER SERVICE CONFIRMED THAT  
14 THE PROBLEMS WE EXPERIENCED ARE THE EXACT  
15 SAME PROBLEMS THAT HAVE BEEN REPORTED WITH  
16 THE 2.4-L GDI ENGINES THAT ARE PART OF THIS  
17 RECALL. WE HAVE BEEN EXTREMELY DILIGENT  
18 WITH OIL CHANGES, AND HAD APPROXIMATELY 2000  
19 MILES UNTIL OUR NEXT OIL CHANGE, WHICH WE  
20 CAN SUPPORT WITH DOCUMENTATION. KIA HAS  
21 DENIED OUR REQUEST FOR ASSISTANCE BECAUSE  
22 OUR VEHICLE IS NO LONGER UNDER WARRANTY.

---

18 Vehicle: 2013 Kia Sorento  
19 Date Complaint Filed: 09/08/16  
20 Date of Incident: 08/30/16  
21 Component(s): ENGINE  
22 NHTSA ID Number: 10904585

23 **SUMMARY:**

24 ON TUESDAY, AUGUST 30TH, 2016, MY HUSBAND WAS  
25 DRIVING IN OUR 2013 KIA SORENTO WITH OUR TWO  
26 TODDLERS WHEN THE CAR JUST STOPPED RUNNING  
27 WITH NO WARNING WHATSOEVER. HE WAS GOING  
28 APPROXIMATELY 45 MPH DRIVING STRAIGHT WHEN  
THE FAILURE OCCURRED. WE LOST ALL POWER  
INCLUDING POWER STEERING SO IT TOOK ALL HE  
HAD TO COAST AND PULL OVER SAFELY. HE CALLED

1 KIA WHO GOT A TOW TRUCK EN ROUTE TO TOW THE  
2 VEHICLE TO OUR DEALERSHIP. MY DAD HAD TO  
3 COME BY TO PICK UP MY FRIGHTENED GIRLS WHILE  
4 MY HUSBAND WAITED WITH THE VEHICLE (IT TOOK  
5 TWO HOURS). WE HAVE NEVER HAD ANY MAJOR  
6 ISSUES BEFORE WITH THIS VEHICLE AND  
7 FAITHFULLY HAD IT MAINTAINED THROUGH THE  
8 DEALERSHIP. THE NEXT DAY, THE SERVICE  
9 DEPARTMENT GAVE US NEWS WE WERE NOT  
10 EXPECTING; THE ENGINE WAS BLOWN AS WE BROKE  
11 A CRANKSHAFT. THIS VEHICLE ONLY HAS 36,000  
12 MILES ON IT!! LUCKILY THIS IS COVERED UNDER THE  
13 WARRANTY SINCE THEY VERIFIED THAT IT WAS  
14 PROPERLY MAINTAINED BY THEM. FAST FORWARD A  
15 WEEK AND WE GET THE CALL TONIGHT THAT KIA  
16 HAS YET TO RELEASE A NEW ENGINE TO BE  
17 INSTALLED AND THEY HAVE NO TIME FRAME.

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14 Vehicle: 2014 Kia Sorento  
15 Date Complaint Filed: 08/21/2017  
16 Date of Incident: 08/16/2017  
17 Component(s): ENGINE  
18 NHTSA ID Number: 11018645

19 **SUMMARY:**

20 MY CAR STARTING TO BEGIN TO SHOW LACK OF  
21 POWER AT FIRST, WHICH I HAD MENTIONED IN  
22 ADVANCE IN SERVICE APPOINTMENTS. TWO DAYS  
23 BEFORE MY ONE YEAR OF OWNING IT, THE CAR  
24 BEGAN TO STALL OUT WHEN I STOPPED FOR TRAFFIC  
25 LIGHTS WITHIN THE SAME DAY A OIL LIGHT  
26 WARNING FLASHED, AND THE CAR STARTED TO  
27 HAVE A KNOCKING NOISE. I WENT AND ADDED TWO  
28 QUARTS OF OIL. ONCE THE OIL LIGHT DISAPPEARED  
BUT THE KNOCKING CONTINUED . I TOOK THE CAR  
TO MY REGULAR KIA SERVICE PROVIDER THE SAME  
DAY AND IN THE PROCESS OF GOING THERE THE  
ENGINE LIGHT CAME ON. I WAS TOLD TO BRING IT IN

1 THE NEXT DAY, THE ATTENDANT TOLD ME THAT HE  
2 COULD HEAR THE KNOCKING, WHICH SOUNDED  
3 CONCERNING. I BROUGHT THE CAR BACK THE NEXT  
4 DAY AS INSTRUCTED AND WAS TOLD THAT I  
5 SHOULD BE ABLE TO PICK IT UP AT END OF DAY.  
6 TIME PASSED BY AND IT WAS GETTING LATE  
7 TOWARDS CLOSING, SO I CALLED THE SHOP. I WAS  
8 TOLD THAT THE ENGINES HAD SEIZED AND THAT  
9 THE OIL BAY WAS DRY. I HAVE NEVER SEEN  
10 SOMETHING HAPPEN SO FAST. I HAD NO WARNING  
11 OF ANY KIND OF OIL ISSUES UNTIL THE DAY BEFORE,  
12 AND I HAD BEEN TAKING THE CAR IN FOR IT'S  
13 REGULAR SERVICES. THE CAR WAS IN THE KIA  
14 SERVICE SHOP, AND MOVED BY THEM. IT WAS  
15 RUNNING WHEN I BROUGHT IT IN BUT I AM BEING  
16 TOLD THAT THE ENGINE IS SHOT.

17  
18 Vehicle: 2011 Kia Sportage  
19 Date Complaint Filed: 02/13/2017  
20 Date of Incident: 02/03/2017  
21 Component(s): ENGINE  
22 NHTSA ID Number: 10954281

23 **SUMMARY:**

24 2011 KIA SPORTAGE - ENGINE FAILED WITHOUT  
25 WARNING WITH TWO TODDLERS IN CAR. LUCKILY  
26 THIS HAPPENED AS I TURNED OFF A HIGHWAY AND  
27 WAS ABLE TO STOP ON THE SHOULDER.  
28 MANUFACTURER REFUSES TO FIX BECAUSE I DON'T  
HAVE MAINTENANCE RECORD. I HAVE A FRIEND  
WHO HAS BEEN CHANGING OIL/SERVICING CAR. I  
HAVE LEARNED THAT MANY OWNERS OF THIS  
YEAR/MODEL CAR HAVE SIMILAR EXPERIENCES. I  
FEEL THE MANUFACTURER SHOULD DEAL WITH A  
PROBLEM AS SEVERE AS THIS IMMEDIATELY!

Vehicle: 2011 Kia Sportage  
Date Complaint Filed: 06/20/2016  
Date of Incident: 06/15/2016  
Component(s): ENGINE  
NHTSA ID Number: 10875228

**SUMMARY:**

ENGINE SHUT DOWN IN THE HIGHWAY CAUSING  
LOSS OF POWER STEERING/BRAKES. CAR HAS LESS  
THAN 80K MILES, ALL OIL CHANGES PERFORMED PER  
SPEC RECENTLY ADTER SWITCHING TO FULL  
SYNTHETIC OIL CHANGED EVERY 5000 MILES.  
ENGINE SEIZED. VERY SIMILAR TO HYUNDAI RECALL  
ISSUED 9/25/2015. SAME ENGINE MANUFACTURED IN  
THE SAME PLANT WITH A DIFFERENT NAME BADGE.

Vehicle: 2011 Kia Sportage  
Date Complaint Filed: 10/01/2014  
Date of Incident: 08/30/2014  
Component(s): ENGINE  
NHTSA ID Number: 10640483

**SUMMARY:**

SECOND CATASTROPHIC FAILURE OF 2.0 LITER  
TURBOCHARGED ENGINE IN LESS THAN 30,000 MILES  
SERVICE. \*TR

Vehicle: 2012 Kia Sportage  
Date Complaint Filed: 10/18/2017  
Date of Incident: 10/06/2017  
Component(s): ENGINE  
NHTSA ID Number: 11034261

**SUMMARY:**

MY DAUGHTER WAS DRIVING ON THE HIGHWAY  
AND THE CAR JUST STOPPED, NO WARNING,  
NOTHING. LUCKILY WAS ABLE TO GET TO SIDE OF

1 ROAD, TOWED AND MECHANIC SAID THE ENGINE IS  
2 COMPLETELY BLOWN/SEIZED. WON'T START, STILL  
3 AT MECHANICS IN ANOTHER STATE. NO WARNINGS  
4 OR PRIOR ISSUES. CONSISTENT W/OIL CHANGES AND  
5 UPKEEP

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6 Vehicle: 2012 Kia Sportage  
7 Date Complaint Filed: 07/03/2017  
8 Date of Incident: 02/12/2017  
9 Component(s): ENGINE  
10 NHTSA ID Number: 11002799

11 **SUMMARY:**

12 DRIVING DOWN THE ROAD AT APPROXIMATELY 45-  
13 50 MPH AND THE ENGINE BEGAN KNOCKING. LOST  
14 ALL POWER TO THE CAR. A FEW MOMENTS LATER,  
15 THE CAR STOPPED COMPLETELY IN THE MIDDLE OF  
16 A BUSY INTERSECTION. I GOT OUT OF THE CAR AND  
17 PUSHED IT INTO A GAS STATION PARKING LOT. THE  
18 CAR WOULD CRANK BUT THE KNOCKING OF THE  
19 ENGINE WAS BECOMING WORSE. I HAD THE CAR  
20 TOWED TO A SHOP WHERE THE PROBLEM WAS  
21 DIAGNOSED AS "ROD KNOCK" WHICH IS CAUSED BY  
22 A FAULTY MOTOR, ALLOWING METAL SHAVINGS TO  
23 ENTER AND BLOCK THE FLOW OF OIL TO THE  
24 MOTOR. NOT WANTING TO BELIEVE THAT I WAS  
25 GOING TO HAVE TO PAY \$5,000 TO REPLACE THE  
26 ENGINE, I GOT A SECOND OPINION FROM A KIA  
27 DEALERSHIP IN MY HOME TOWN. NOT ONLY DID  
28 THEY CONFIRM WHAT THE INITIAL MECHANIC HAD  
DIAGNOSED, BUT WERE VERY RUDE WHEN ASKING  
US TO "REMOVE OUR CAR FROM THEIR PARKING LOT  
BECAUSE UNLESS WE WERE GOING TO PAY THEM TO  
FIX IT, IT HAD NO BUSINESS BEING THERE." ALL OIL  
CHANGES HAVE BEEN DONE REGULARLY AND I  
HAVE DOCUMENTATION FOR THEM ALL. OUR  
VEHICLE HAD 74,000 MILES ON IT AND WAS KEPT IN  
EXCELLENT CONDITION. AS OF NOW, KIA HAS DONE

1 NOTHING TO EXPLAIN WHY NOTHING HAS BEEN  
2 DONE ABOUT OUR PROBLEM, AS WELL AS MANY  
3 OTHERS WHO HAVE HAD THIS SAME PROBLEM.

---

4  
5 Vehicle: 2012 Kia Sportage  
6 Date Complaint Filed: 05/27/2017  
7 Date of Incident: 05/24/2017  
8 Component(s): ENGINE  
9 NHTSA ID Number: 10991919

10 **SUMMARY:**

11 DRIVING DOWN THE FREEWAY AT 80MPH (SPEED  
12 LIMIT IN IDAHO), RPMS STARTED TO REV OVER 6K,  
13 HEARD A TICKING SOUND, THEN A VERY LOUD  
14 BANG, FOLLOWED BY A BIG PUFF OF BLACK SMOKE,  
15 ALL IN THE SPAN OF AROUND 20 SECONDS. CAR DIED  
16 ON THE FREEWAY, HAD TO COAST TO GET IN  
17 EMERGENCY LANE. THEN THE CHECK ENGINE LIGHT  
18 CAME ON. THERE WAS NO INDICATION OF ENGINE  
19 ISSUES UNTIL IT WAS FAR TOO LATE. THANKFUL THE  
20 CARS BEHIND ME WERE PAYING ATTENTION OR I  
21 WOULD HAVE BEEN IN AN AWFUL ACCIDENT WITH  
22 AN 18 WHEELER. MECHANIC FOUND THAT ENGINE  
23 HAD THROWN A ROD AND PUT A HOLE IN THE  
24 ENGINE BLOCK. 106K MILES ON THE VEHICLE, DID  
25 NOT EXPECT TO HAVE ENGINE FAILURE THIS EARLY.  
26 THIS VIN IS NOT PART OF THE CURRENT RECALL, I  
27 BELIEVE IT SHOULD BE, AS IT HAS BEEN PROPERLY  
28 MAINTAINED AND SHOULD NOT HAVE FAILED ON  
THE FREEWAY WITH NO INDICATION OF PROBLEMS  
UNTIL IT WAS TOO LATE.

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25 Vehicle: 2012 Kia Sportage  
26 Date Complaint Filed: 05/22/2017  
27 Date of Incident: 04/24/2017  
28 Component(s): ENGINE  
NHTSA ID Number: 10991094

**SUMMARY:**

CRUISING ALONG AT FREEWAY SPEED, 75 MPH, VEHICLE MOMENTARILY LOST POWER AS IF IT WAS GOING TO STALL OR DOWN SHIFT. UPON RESUMING SPEED, HEARD A TAPPING NOISE AND A LOUD BANG, SAW SMOKE COMING OUT THE BACK OF THE VEHICLE AND OBJECTS TOSSED OUT. SAW A VEHICLE FOLLOWING IN MY LANE, SWERVE AS IF AVOIDING AN OBJECT BUT DID NOT STOP. COASTED TO THE SIDE OF THE FREEWAY, NOTICED A TRAIL OF OIL. UPON PARKING, CHECKED UNDERNEATH THE ENGINE COMPARTMENT, NOTICED OIL DRIPPING AND METAL PIECES, AND WHAT APPEARED TO BE A HOLE IN THE OIL PAN. VEHICLE WAS TOWED TO A DEALERSHIP AND WAS TOLD, A COUPLE OF DAYS LATER, THAT THE VEHICLE MAY BE SUBJECT TO A RECALL FOR SIMILAR DEFECTS. DOING AN ONLINE QUERY, I NOTICED THAT THE 2.4 ENGINE FOR THIS MODEL WAS NOT A PART OF THE RECALL CAMPAIGN, ALTHOUGH OTHER MODELS WITH THE 2.4 ENGINE WERE.

FORTUNATELY, IT APPEARS THAT NO FOLLOWING VEHICLES WERE HIT WITH ANY OF THE DEBRIS COMING OFF THE VEHICLE. UPON CHECKING THE SIDE OF THE FREEWAY, I PICKED UP WHAT APPEARED TO BE A PIECE OF THE ENGINE'S CONNECTING ROD. HAD THIS PIECE HIT A FOLLOWING VEHICLE, IT COULD'VE RESULTED IN PROPERTY DAMAGE OR UNKNOWN INJURIES TO ITS OCCUPANTS.

Vehicle: 2012 Kia Sportage  
 Date Complaint Filed: 04/09/2014  
 Date of Incident: 04/03/2014  
 Component(s): ENGINE  
 NHTSA ID Number: 10578489

**SUMMARY:**

DRIVING ON THE INTERSTATE, THE ENGINE OF THE CAR GAVE OUT. I WAS GIVEN ZERO WARNING BEFORE THE ENGINE COMPLETELY DIED AND I WAS FORCED TO PULL MY CAR OFF TO THE SIDE OF THE ROAD. I WAS LUCKY THAT THE CAR BEHIND ME DID NOT HIT ME. THE CAR IS ONLY 2 YEARS OLD WITH ABOUT 30,000 MILES AND THIS SHOULD NOT HAVE HAPPENED. IT PUT MY LIFE AND THAT OF MY 11 MONTH OLD SON AT RISK. THE PUBLIC NEEDS TO BE AWARE OF THIS ISSUE! NO ONE SHOULD HAVE TO WORRY ABOUT BEING IN A FATAL ACCIDENT DUE TO KIA'S FAULTY PARTS. \*TR

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Vehicle: 2012 Kia Sportage  
Date Complaint Filed: 03/24/2014  
Date of Incident: 03/20/2014  
Component(s): ENGINE  
NHTSA ID Number: 10574623

**SUMMARY:**

AT APPROXIMATELY 5:30AM, I WAS DRIVING DOWN THE FREEWAY. MY KIA SPORTAGE SUDDENLY MADE A LOUD BANG, AND THE ENGINE STALLED. IT ALSO SHUT OFF THE HEADLIGHTS, AND DISABLED THE POWER STEERING, WHILE ON A CURVE, GOING 70MPH. THE POWER ASSISTED BRAKES WERE ALSO NOT WORKING, BECAUSE THE ENGINE SHUT DOWN. I MANAGED TO PULL THE VEHICLE OVER WITHOUT INCIDENT, BUT WAS ALMOST HIT BY SEVERAL VEHICLES THAT COULD NO LONGER SEE ME, BECAUSE MY LIGHTS WERE OFF. THE ENGINE WOULD NOT START UP AGAIN, AND I HAD TO HAVE THE VEHICLE TOWED HOME. THIS IS THE 3RD TIME THIS VEHICLE HAS DONE THIS, AND KIA REFUSES TO REPAIR THE VEHICLE. \*TR

1 Vehicle: 2013 Kia Sportage  
2 Date Complaint Filed: 09/19/2017  
3 Date of Incident: 09/08/2017  
4 Component(s): ENGINE  
5 NHTSA ID Number: 11024230

6 **SUMMARY:**

7 JUST BEFORE REACHING TRYON, NC, COMING FROM  
8 CHARLESTON, SC, WE BEGAN TO HEAR A DISTINCT  
9 KNOCKING NOISE COMING FROM UNDER THE HOOD,  
10 AND WERE UNABLE TO ACCELERATE ANY FURTHER  
11 THAN AROUND 55 MPH. EVENTUALLY THE ENGINE  
12 FAILED AND WE WERE ABLE TO JUST PULL OFF TO  
13 THE SIDE OF THE ROAD JUST YARDS FROM WHERE  
14 THE SHOULDER ENDED, AND WE ALMOST HIT A  
15 STATIONARY VEHICLE JUST IN FRONT OF US ON THE  
16 SHOULDER. WE WERE TRYING TO EVACUATE FROM  
17 THE HURRICANE WITH MY 7 MONTH OLD  
18 GRANDDAUGHTER.. AFTER THE ENGINE HAD  
19 COOLED, WE CHECKED AND MADE SURE THAT MY  
20 OIL WAS OVER HALF FULL, AND IT WAS. A RENTAL  
21 PLACE STAYED OPEN A FEW EXTRA HOURS FOR US,  
22 AND WE MANAGED TO GET TO OUR DESTINATION  
23 THREE HOURS AWAY FROM THE INCIDENT, BECAUSE  
24 WE WERE IN DESPERATE NEED OF SOMEWHERE  
25 THAT ALLOWED DOGS. ON MONDAY, WE FOUND OUT  
26 FROM THE MECHANIC THE CAR HAD EVENTUALLY  
27 BEEN TOWED TO THAT THE ENGINE WAS SHOT. THE  
28 MECHANIC LET US KNOW THAT THIS WAS AN  
EXTREMELY COMMON ISSUE WITH OUR MAKE AND  
MODEL, AND THAT WE SHOULD HAVE HAD A  
RECALL ISSUED FOR SAFETY MEASURES. WHILE IN  
ASSEMBLY THERE WAS A MANUFACTURING ERROR  
WHICH WOULD NOT BE NOTICED UNLESS THE  
DRIVER WAS GOING LONG DISTANCE ON THE  
HIGHWAY. THERE WERE TINY METAL SHAVINGS  
WITHIN THE ENGINE THAT BLOCKED THE OIL FROM  
PROPERLY CIRCULATING THROUGH THE ROD  
BEARINGS TO CRITICAL PARTS OF THE ENGINE. WE

1 CONTACTED CORPORATE, AND THEY TOLD US OUR  
2 CAR WAS NOT LISTED UNDER THE WARRANTY  
3 BECAUSE IT WAS ASSEMBLED IN A DIFFERENT  
4 LOCATION THAN THE ONES RECALLED. THEY THEN  
5 TOLD US I HAD A 60,000 MILE WARRANTY INSTEAD  
6 OF A 100,000 MILE, WHICH WAS A FLAT OUT LIE. WE  
7 CONTACTED OUR DEALER AND THEY CONFIRMED  
8 WE HAD A 100K. NOW AFTER COLLECTING ALL OF  
9 OUR SERVICE RECORDS, THE DEALERSHIP IS TRYING  
10 TO TELL US THEY WILL NOT COVER THE 7,000  
11 DOLLAR COST BECAUSE MY OIL WAS LOW, WHICH IS  
12 ANOTHER FLAT OUT LIE. I DON'T WANT TO MAKE  
13 ANY MONEY OFF THEM, I JUST WANT MY REPAIRS  
14 COVERED.

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12 Vehicle: 2013 Kia Sportage  
13 Date Complaint Filed: 08/18/2017  
14 Date of Incident: 06/26/2017  
15 Component(s): ENGINE  
16 NHTSA ID Number: 11016229

17 **SUMMARY:**

18 2013 KIA SPORTAGE ENGINE FAILURE IN JUNE OF  
19 2017. I WAS DRIVING THE VEHICLE EASTBOUND AT  
20 75MPH ON INTERSTATE 10 BEAR BLYTHE, AZ IN  
21 SIGNIFICANT TRAFFIC. THE ENGINE SHUT OFF AND  
22 POWER STEERING FAILED. I ABLE TO AVOID A  
23 COLLISION BUT SPUN OUT INTO THE INTERSTATE  
24 MEDIAN.

25 I HAD THE VEHICLE TOWED TO A KIA DEALERSHIP IN  
26 AVONDALE, AZ. KIA DEALERSHIP CONFIRMED THE  
27 ENGINE HAD SEIZED. KIA DENIED WARRANTY  
28 COVERAGE FOR ENGINE CLAIMING IT IS NOT PART  
OF THE KIA ENGINE SAFETY RECALL CAMPAIGN  
SC147. KIA CLAIMS THE ENGINE WAS  
MANUFACTURED IN KOREA SO IT IS NOT INCLUDED.  
HOWEVER, THERE ARE AT LEAST 6 OTHER "NOT  
COVERED" SPORTAGE'S PARKED IN SERVICE LOT

1 AWAITING REPAIR. SERVICE MANAGER REPORTED  
2 TO ME THAT KIA IS DENYING THE COVERAGE WHEN  
3 HE "KNOWS" THE ENGINE PROBLEM IS CAUSED BY A  
4 DEFECTIVE MANUFACTURING PROCESS.

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5 Vehicle: 2014 Kia Sportage  
6 Date Complaint Filed: 08/28/2016  
7 Date of Incident: 08/03/2016  
8 Component(s): ENGINE  
9 NHTSA ID Number: 10902014

10 **SUMMARY:**

11 WHILE DRIVING MY LEASED 2014 KIA SPORTAGE,  
12 THERE WAS NONSTOP CONTINUOUS HESITATION  
13 "BUCKING", WITH WHITE SMOKE BLOWING OUT OF  
14 THE TAILPIPE, LOSS OF SPEED THEREFORE HAVING  
15 TO PRESS HARD ON GAS PEDAL TO AVOID ACCIDENT  
16 BY TRYING PULL OFF ROAD. THIS HAPPENS ON CITY  
17 ROADS AND HIGHWAY. NO DASHBOARD LIGHT  
18 INDICATED THERE WAS A PROBLEM. THE SERVICE  
19 ADVISOR AT DESTINATION KIA SAID MY MODEL  
20 DOES NOT COME WITH WARNING LIGHTS.

21 IT APPEARS TO BE AN OIL PROBLEM. OIL LEVEL  
22 GOES DOWN WITH NO VISIBLE SIGNS OF LEAKING. I  
23 ONLY HAVE 24,000 ON MY KIA SPORTAGE, WITH ONE  
24 YEAR LEFT ON MY LEASE. I AM NOT ABLE TO DRIVE  
25 THE VEHICLE AS I AM IN FEAR OF STALLING IN  
26 TRAFFIC CAUSING MYSELF OR OTHERS TO BE  
27 INJURED.

28 105. Upon information and belief, Defendants regularly monitor these NHSTA  
databases as part of its ongoing obligation to identify potential defects in its vehicles.  
NHTSA complaints establish that KMA knew, or should have known, of the engine

defect *at least* as early as October 11, 2011 based on publicly available information,<sup>7</sup> years before the Class Vehicles at issue in this litigation were sold. Upon information and belief, Defendants became aware of the engine defect earlier than June 2013 via: (1) Defendants' own records of customers' complaints, (2) dealership repair records, (3) records from NHTSA, (4) warranty and post-warranty claims, (5) pre-sale durability testing and part sales, and (6) other various sources.

### C. Pre-Sale Durability Testing

106. Defendants are experienced in the design and manufacture of consumer vehicles. As experienced manufacturers, Defendants conduct tests, including pre-sale durability testing, on incoming components, including the engine, to verify the parts are free from defects and align with Defendants' specifications.

107. Kia conducts expansive presale durability testing on its vehicles to make sure they "endure over a long time without fault."<sup>8</sup> This presale testing includes seven different types of durability tests: (1) an item durability test; (2) a module durability test; (3) a Belgian road test; (4) a high-speed test; (5) a corrosion test; (6) a P/T test; and (7) a vehicle test. Kia conducts these tests "in extreme weather conditions including desert with blazing sunlight and coldness of 40 degrees below zero."

108. Specifically, regarding testing its engines, Kia states that it puts "our engines through rigorous testing in the highest, hottest and coldest places that a car can possibly be before we use them in our cars."

109. In addition, Kia conducts extensive "driving test[s]" in which it puts "our cars to endurance test under diverse harsh conditions that can be encountered on Earth" because "[a]ny fault in your car can affect your safety." Kia expands on six different road tests that it conducts, including a durability test on a road "so rough that driving around

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<sup>7</sup> NHTSA ID No. 10429442, *supra* at p. 44.

<sup>8</sup> [http://www.kia.com/worldwide/experience\\_kia/rnd/performance.do](http://www.kia.com/worldwide/experience_kia/rnd/performance.do) (last visited Nov. 20, 2017).

1 10,000 miles on it gives the same effect of driving around 60,000 on regular roads. Cars  
2 that survive the test only can be presented to customers.”

3 110. In addition, John Juriga, the Director of Powertrain at Kia in 2015, stated  
4 that Kia’s validation testing is among the toughest in the automotive industry.<sup>9</sup> Among  
5 other things, this validation testing runs the engine at maximum throttle (the maximum  
6 speed the engine can operate under) while under full load “so we’re stressing the  
7 components as much as possible and we run it virtually nonstop for 300 hours.” After,  
8 Kia does an “overrun spec” where it runs it over spec for 10-20 hours to make sure it can  
9 survive past the red line limits in order to “make sure these products stay durable in the  
10 customers’ hands.”

11 111. Moreover, Kia also uses “the most extreme and rigorous vehicle testing  
12 program ever devised by the company.”<sup>10</sup> As part of this test, Kia stimulates stop-and-go  
13 driving repeated over several times to “put additional strain on the engine, transmission  
14 and HVAC systems and eliminate any possible flaws.” In addition, at its Mojave Proving  
15 Grounds test site, Kia utilizes a “high-speed oval, gravel off-road tracks, high-vibration  
16 road surfaces, brake test facilities and different gradients. These each enable engineers to  
17 evaluate and refine the ride, handling, brakes and NVH of prototype and production  
18 vehicles.”

19 112. As a result, Kia was well aware of the engine defect prior to the Class  
20 Vehicles being sold to Class Members.

#### 21 **D. Defendants’ Warranty-Related Practices**

22 113. KMA issued two relevant warranties with each Kia Class Vehicle: a “New  
23 Vehicle Limited Warranty,” and a “Powertrain Warranty.”

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25  
26 <sup>9</sup> <https://www.youtube.com/watch?v=GNPB3RtHN2M> (last visited Nov. 21, 2017).

27 <sup>10</sup> <http://www.hyundaimotorgroup.com/MediaCenter/News/Press-Releases/kmc-hot-weather-test-all-new-Kia-Sportage-150917.hub#.WhRXYziourF> (last visited Nov. 21,  
28 2017).

1           114. Under the basic New Vehicle Limited Warranty, KMA agreed to repair  
2 defects reported within the earlier of 5 years or 60,000 miles.

3           115. Under the Powertrain Warranty, KMA agreed to repair defects affecting  
4 various powertrain components through 10 years and 100,000 miles. According to the  
5 Warranty and Consumer Information Manual, Powertrain Coverage Components  
6 include:

7           **In the Engine:** Cylinder block, cylinder head and all internal parts, timing gear,  
8 seals and gaskets, valve cover, flywheel, oil pump, water pump and turbo charger.

9           **In the Transaxle:** Transmission case and all internal parts, torque converter, drive  
10 shafts, universal joints, front hubs, bearings, seals and gaskets.

11           **In the Transmission:** Transmission case, transfer case, torque converter and all  
12 internal parts, seals, and gaskets.<sup>11</sup>

13           116. KMA instructs vehicle owners and lessees to bring their vehicles to a Kia  
14 dealership for the warranty repairs. Many owners and lessees have presented Kia Class  
15 Vehicles to Kia dealerships with complaints related to the engine defect.

16           117. In addition to the above warranties, KMA has also issued a 10 year/120,000  
17 mile warranty on the short blocks contained in all 2011-14 Kia Class Vehicles. (*See*  
18 *Section A.2, supra*).

19           118. KMA has evaded its warranty obligations by failing to tell consumers that  
20 their vehicles are defective and by representing that the cause of the defect is the owner's  
21 neglect to properly maintain the engine oil and/or engine oil level. This representation,  
22 however, is false as the engine is inherently defective and will inevitably fail. *See* Exhibit  
23 2 ("October 21, 2016 - KMA sees continuing cost related VOQs [Vehicle Owner  
24 Questionnaire] and determines dealers are not approving extended warranty repairs due  
25 to customer lack of oil maintenance proof.").

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28 <sup>11</sup> *See, e.g.,* [http://www.kia.com/us/k3/content/media/all/warranty/2014\\_warranty.pdf](http://www.kia.com/us/k3/content/media/all/warranty/2014_warranty.pdf) (last  
visited August 7, 2017).

119. In addition, KMA has also evaded its warranty obligations by requiring consumers to produce the entire maintenance history of the Kia Class Vehicles, including a mandate that all oil changes be completed at a Kia dealership, before determining whether to make the necessary repairs under warranty. *See Id.* KMA, however, knows that the defect in the Kia Class Vehicles' engines manifests even if the owner or lessee has followed Kia's oil change guidelines. Even if consumers produce their vehicles' maintenance history, KMA blames the defect and engine failure on the consumer, refuses to cover the necessary repairs under warranty, and charges as much as \$10,000 to repair/replace the engine.



120. Kia also advertises that it offers "an industry-leading Kia 10-year or 100,000-mile warranty program." With respect to the powertrain warranty, however, Kia publicizes the existence of 10 year/100,000 mile powertrain warranty but fails to mention that subsequent owners only receive powertrain warranty coverage for 5 years/60,000 miles. As such, subsequent owners are left to discover the limited warranty coverage after purchasing their vehicle. Kia's failure to cover repairs under the powertrain warranty between 5 years/60,000 miles and 10 years/100,000 miles is therefore unconscionable and the warranty reduction should be unenforceable. A typical Kia advertisement touting its warranty is pictured below:

121. In many instances, consumers have incurred and will continue to incur expenses for the diagnosis of the defect (despite such defect having been contained in the Kia Class Vehicles when manufactured by Defendants), repair and replacement of the GDI Engine and the unnecessary and premature replacement of the connecting rods, crank shaft, oil pump, and other engine components.

122. Furthermore, a number of Class Members who presented their Kia Class Vehicles to Kia dealerships because of issues related to the defective connecting rod bearings and insufficient engine oil lubrication channels were denied warranty repairs and, instead, were informed that nothing was wrong with their vehicles. As a result, after expiration of the warranty period, Class Members are forced to pay costly repairs to correct the defect.

### **CLASS ALLEGATIONS**

123. Plaintiffs bring this action on their own behalf, and on behalf of a nationwide class pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and/or 23(b)(3).

#### **Nationwide Class:**

All persons or entities in the United States who are current or former owners and/or lessees of a Class Vehicle.

124. In the alternative to the Nationwide Class, and pursuant to Federal Rule of Civil Procedure 23(c)(5), Plaintiffs seek to represent the following state classes only in the event that the Court declines to certify the Nationwide Class above. Specifically, the state classes consist of the following:

#### **California Class:**

All persons or entities in California who are current or former owners and/or lessees of a Class Vehicle for primarily personal, family or household purposes, as defined by California Civil Code § 1791(a).

1                   **Maine Class:**

2                   All persons or entities in Maine who are current or former  
3                   owners and/or lessees of a Class Vehicle.

4                   125. Together, the California Class, the Maine Class, and the Nationwide Class  
5                   shall be collectively referred to herein as the “Class.” Excluded from the Class are KMA,  
6                   their affiliates, employees, officers and directors, persons or entities that purchased the  
7                   Class Vehicles for resale, and the Judge(s) assigned to this case. Plaintiffs reserve the  
8                   right to modify, change, or expand the Class definitions based on discovery and further  
9                   investigation.

10                  126. Numerosity: Upon information and belief, the Class is so numerous that  
11                  joinder of all members is impracticable. While the exact number and identities of  
12                  individual members of the Class are unknown at this time, such information being in the  
13                  sole possession of Defendant and obtainable by Plaintiffs only through the discovery  
14                  process, Plaintiffs believe, and on that basis allege, that hundreds of thousands of Class  
15                  Vehicles have been sold and leased in each of the states that are the subject of the Class.

16                  127. Existence and Predominance of Common Questions of Fact and Law:  
17                  Common questions of law and fact exist as to all members of the Class. These questions  
18                  predominate over the questions affecting individual Class Members. These common legal  
19                  and factual questions include, but are not limited to, whether:

- 20                  a. The Class Vehicles were sold with a defect;
- 21                  b. Defendants knew of the defect but failed to disclose the problem and  
22                  its consequences to their customers;
- 23                  c. A reasonable consumer would consider the defect or its consequences  
24                  to be material;
- 25                  d. Defendants have failed to provide free repairs as required by their  
26                  New Vehicle Limited Warranty and/or Powertrain Warranty;
- 27                  e. Defendants should be required to disclose the existence of the defect;  
28                  and

1 f. Defendants' conduct violates the California Legal Remedies Act,  
2 California Unfair Competition Law, and the other statutes asserted  
3 herein.

4 128. Typicality: All of Plaintiffs' claims are typical of the claims of the Class  
5 because Plaintiffs purchased Class Vehicles with the same engine defect, defective vehicle  
6 design, and defective engine, as did each member of the Class. Furthermore, Plaintiffs and  
7 all Members of the Class sustained monetary and economic injuries including, but not  
8 limited to, ascertainable losses arising out of Defendants' wrongful conduct. Plaintiffs are  
9 advancing the same claims and legal theories on behalf of themselves and all absent Class  
10 Members.

11 129. Adequacy: Plaintiffs are adequate representatives because their interests do  
12 not conflict with the interests of the Class that they seek to represent, they have retained  
13 counsel who are competent and highly experienced in complex class action litigation, and  
14 they intend to prosecute this action vigorously. The interests of the Class will be fairly and  
15 adequately protected by Plaintiffs and their counsel.

16 130. Superiority: A class action is superior to all other available means of fair and  
17 efficient adjudication of the claims of Plaintiffs and Members of the Class. The injury  
18 suffered by each individual Class member is relatively small in comparison to the burden  
19 and expense of individual prosecution of the complex and extensive litigation necessitated  
20 by Defendants' conduct. It would be virtually impossible for Members of the Class  
21 individually to redress effectively the wrongs done to them. Even if the Members of the  
22 Class could afford such individual litigation, the court system could not. Individualized  
23 litigation presents a potential for inconsistent or contradictory judgments. Individualized  
24 litigation increases the delay and expense to all parties, and to the court system, presented  
25 by the complex legal and factual issues of the case. By contrast, the class action device  
26 presents far fewer management difficulties, and provides the benefits of single  
27 adjudication, an economy of scale, and comprehensive supervision by a single court. Upon  
28 information and belief, members of the Class can be readily identified and notified based

on, *inter alia*, Defendants' vehicle identification numbers, warranty claims, registration records, and database of complaints.

131. Defendants have acted, and refused to act, on grounds generally applicable to the Class, thereby making appropriate final equitable relief with respect to the Class as a whole.

### **FIRST CAUSE OF ACTION**

#### **VIOLATIONS OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT**

**("CLRA") (Cal. Civ. Code § 1750, *et seq.*)**

**(On Behalf of the Nationwide Class or, Alternatively, the California Class)**

132. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

133. Plaintiffs bring this claim on behalf of themselves and on behalf of the Nationwide Class. Alternatively, Plaintiffs Stanczak, Centko, and Lazar bring this claim on behalf of themselves and on behalf of the California Class against Defendants.

134. Defendants are persons as that term is defined in California Civil Code § 1761(c).

135. Plaintiffs and the Class Members are "consumers" as that term is defined in California Civil Code § 1761(d).

136. Defendants engaged in unfair and deceptive acts in violation of the CLRA by the practices described above, and by knowingly and intentionally concealing from Plaintiffs and Class Members that the Class Vehicles suffer from a defect(s) (and the costs, risks, and diminished value of the vehicles as a result of this problem). These acts and practices violate, at a minimum, the following sections of the CLRA:

(a)(2) Misrepresenting the source, sponsorship, approval or certification of goods or services;

(a)(5) Representing that goods or services have sponsorships, characteristics, uses, benefits or quantities which they do not have, or that a person has a sponsorship, approval, status, affiliation or connection which he or she does not have;

(a)(7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; and

(a)(9) Advertising goods and services with the intent not to sell them as advertised.

137. Defendants' unfair or deceptive acts or practices occurred repeatedly in Defendants' trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

138. Defendants knew that the Class Vehicles and GDI Engines were defectively designed or manufactured, would fail prematurely, and were not suitable for their intended use.

139. Defendants were under a duty to Plaintiffs and the Class Members to disclose the defective nature of the Class Vehicles and the defective nature of the connecting rod bearings and insufficient engine oil lubrication channels because:

- a. Defendants were in a superior position to know the true state of facts about the safety defect and associated repair costs in the Class Vehicles and their engines;
- b. Plaintiffs and the Class Members could not reasonably have been expected to learn or discover that the Class Vehicles and their engine had dangerous safety defect until manifestation of the defect;
- c. Defendants knew that Plaintiffs and the Class Members could not reasonably have been expected to learn or discover the safety and security defect and the associated repair costs that it causes until the manifestation of the defect; and
- d. Defendants actively concealed the safety and security defect and the associated repair costs by asserting to Plaintiffs and Class Members that the cause of their engine problems was the result of Plaintiffs' and the Class Members' inability to maintain the proper engine oil levels despite knowing the repairs needed to correct the defect.

1           140. In failing to disclose the engine defect and the associated safety risks and  
2 repair costs that result from it, Defendants have knowingly and intentionally concealed  
3 material facts and breached their duty to disclose.

4           141. The facts concealed or not disclosed by Defendants to Plaintiffs and the Class  
5 Members are material in that a reasonable consumer would have considered them to be  
6 important in deciding whether to purchase Defendants' Class Vehicles or pay a lesser price.  
7 Had Plaintiff and the Class known about the defective nature of the Class Vehicles and  
8 their engines, they would not have purchased the Class Vehicles or would have paid less  
9 for them.

10           142. On or about June 2, 2016, Plaintiffs' counsel provided Defendant KMA with  
11 notice of their violations of the CLRA pursuant to California Civil Code § 1782(a)  
12 regarding the engine defect in the MY 2011-13 Kia Sportage, 2011-14 Kia Optima and  
13 2012-14 Kia Sorento vehicles.

14           143. On or about March 8, 2017, Plaintiffs' counsel, in the Centko matter, provided  
15 Defendant KMA with notice of their violations of the CLRA pursuant to California Civil  
16 Code § 1782(a) regarding the engine defect contained in the MY 2010-17 Kia vehicles  
17 equipped with the GDI engine.

18           144. On or about June 8, 2017, Plaintiffs' counsel, in the Stanczak matter, provided  
19 Defendant KMA with notice of their violations of the CLRA pursuant to California Civil  
20 Code § 1782(a) regarding the engine defect contained in the MY 2015-16 Kia Sportage,  
21 Optima and Sorento vehicles.

22           145. Plaintiffs and the other Class Members' injuries were proximately caused by  
23 Defendants' fraudulent and deceptive business practices.

24           146. Therefore, Plaintiffs and the other Class Members seek all relief available  
25 under the CLRA.

**SECOND CAUSE OF ACTION**

**VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAWS**

**(Cal. Bus. & Prof. Code § 17200)**

**(On Behalf of the Nationwide Class or, Alternatively, the California Class)**

147. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

148. Plaintiffs bring this claim on behalf of themselves and on behalf of the Nationwide Class. Alternatively, Plaintiffs Stanczak, Centko, and Lazar bring this claim on behalf of themselves and on behalf of the California Class against Defendants.

149. The California Unfair Competition Law (“UCL”) prohibits acts of “unfair competition,” including any “unlawful, unfair or fraudulent business act or practice” and “unfair, deceptive, untrue or misleading advertising.” Cal. Bus. & Prof. Code § 17200.

150. Defendants have engaged in unfair competition and unfair, unlawful or fraudulent business practices by the conduct, statements, and omissions described above, and by knowingly and intentionally concealing from Plaintiffs and the Class Members that the Class Vehicles suffer from a defect (and the costs, safety risks, and diminished value of the vehicles as a result of these problems). Defendants should have disclosed this information because they were in a superior position to know the true facts related to the defect, and Plaintiffs and Class Members could not reasonably be expected to learn or discover the true facts related to the defect.

151. The defective connecting rod bearings and insufficient engine oil lubrication channels constitute a safety issue that triggered Defendants’ duty to disclose the safety issue to consumers.

152. These acts and practices have deceived Plaintiffs and are likely to deceive the public. In failing to disclose the defect and suppressing other material facts from Plaintiffs and the Class Members, Defendants breached their duties to disclose these facts, violated the UCL, and caused injuries to Plaintiffs and the Class Members. The omissions and acts

1 of concealment by Defendants pertained to information that was material to Plaintiffs and  
2 the Class Members, as it would have been to all reasonable consumers.

3 153. The injuries suffered by Plaintiffs and the Class Members are greatly  
4 outweighed by any potential countervailing benefit to consumers or to competition, nor are  
5 they injuries that Plaintiffs and the Class Members should have reasonably avoided.

6 154. Defendants' acts and practices are unlawful because they violate California  
7 Civil Code §§ 1668, 1709, 1710, and 1750 *et seq.*, and California Commercial Code §  
8 2313.

9 155. Plaintiffs seek to enjoin further unlawful, unfair and/or fraudulent acts or  
10 practices by Defendants, to obtain restitutionary disgorgement of all monies and revenues  
11 generated as a result of such practices, and all other relief allowed under California  
12 Business & Professions Code § 17200.

13 **THIRD CAUSE OF ACTION**

14 **VIOLATION OF CALIFORNIA FALSE ADVERTISING LAW**

15 **(Cal. Bus. & Prof. Code § 17500, *et seq.*)**

16 **(On Behalf of the Nationwide Class or, Alternatively, the California Class)**

17 156. Plaintiffs and the Class incorporate by reference each preceding and  
18 succeeding paragraph as though fully set forth at length herein.

19 157. Plaintiffs bring this claim on behalf of themselves and on behalf of the  
20 Nationwide Class. Alternatively, Plaintiffs Stanczak, Centko, and Lazar bring this claim  
21 on behalf of themselves and on behalf of the California Class against Defendants.

22 158. California Business & Professions Code § 17500 states: "It is unlawful for  
23 any . . . corporation . . . with intent directly or indirectly to dispose of real or personal  
24 property . . . to induce the public to enter into any obligation relating thereto, to make or  
25 disseminate or cause to be made or disseminated . . . from this state before the public in  
26 any state, in any newspaper or other publication, or any advertising device, . . . or in any  
27 other manner or means whatever, including over the Internet, any statement . . . which is  
28

1 untrue or misleading, and which is known, or which by the exercise of reasonable care  
2 should be known, to be untrue or misleading.”

3 159. Defendants caused to be made or disseminated through California and the  
4 United States, through advertising, marketing and other publications, statements that were  
5 untrue or misleading, and which were known, or which by the exercise of reasonable care  
6 should have been known to Defendants, to be untrue and misleading to consumers,  
7 including Plaintiffs and the other Class Members.

8 160. Defendants have violated section 17500 because the misrepresentations and  
9 omissions regarding the safety, reliability, and functionality of their Class Vehicles as set  
10 forth in this Complaint were material and likely to deceive a reasonable consumer.

11 161. Plaintiffs and the other Class Members have suffered an injury in fact,  
12 including the loss of money or property, as a result of Defendants’ unfair, unlawful, and/or  
13 deceptive practices. In purchasing or leasing their Class Vehicles, Plaintiffs and the other  
14 Class Members relied on the misrepresentations and/or omissions of Defendants with  
15 respect to the safety and reliability of the Class Vehicles. Defendants’ representations were  
16 untrue because the Class Vehicles are distributed with defective connecting rod bearings  
17 and insufficient engine oil lubrication channels. Had Plaintiffs and the other Class  
18 Members known this, they would not have purchased or leased their Class Vehicles or  
19 would not have paid as much for them. Accordingly, Plaintiffs and the other Class  
20 Members overpaid for their Class Vehicles and did not receive the benefit of their bargain.

21 162. All of the wrongful conduct alleged herein occurred, and continues to occur,  
22 in the conduct of Defendants’ businesses. Defendants’ wrongful conduct is part of a pattern  
23 or generalized course of conduct that is still perpetuated and repeated, both in the state of  
24 California and nationwide.

25 163. Plaintiffs, individually and on behalf of the other Class Members, request that  
26 this Court enter such orders or judgments as may be necessary to enjoin Defendants from  
27 continuing their unfair, unlawful, and/or deceptive practices and to restore to Plaintiffs and  
28

1 the other Class Members any money Defendants acquired by unfair competition, including  
2 restitution and/or restitutionary disgorgement, and for such other relief set forth below.

3 **FOURTH CAUSE OF ACTION**

4 **VIOLATION OF MAINE UNFAIR TRADE PRACTICES ACT**

5 **(On Behalf of the Maine Class)**

6 164. Plaintiffs and the Class incorporate by reference each preceding and  
7 succeeding paragraph as though fully set forth at length herein.

8 165. Plaintiff Creps brings this claim on behalf of herself and on behalf of the  
9 Maine Class against Defendants.

10 166. Plaintiff Creps and the Maine Class are persons as that term is defined by Me.  
11 Rev. Stat. Ann. tit. 5, § 206(2).

12 167. Defendants are engaged in “trade” and “commerce” as those terms are defined  
13 by Me. Rev. Stat. Ann. tit. 5, § 206(3).

14 168. Maine’s Unfair Trade Practices Act prohibits “[u]nfair methods of  
15 competition and unfair or deceptive acts or practices in the conduct of any trade or  
16 commerce.” Me. Rev. Stat. Ann. tit. 5, § 207.

17 169. Defendants have engaged in unfair competition and unfair, unlawful or  
18 fraudulent business practices by the conduct, statements, and omissions described above,  
19 and by knowingly and intentionally concealing from Plaintiff Creps and the Class Members  
20 that the Class Vehicles suffer from a defect (and the costs, safety risks, and diminished  
21 value of the vehicles as a result of these problems). Defendants should have disclosed this  
22 information because they were in a superior position to know the true facts related to the  
23 defect, and Plaintiff Creps and Class Members could not reasonably be expected to learn  
24 or discover the true facts related to the defect.

25 170. The defective connecting rod bearings and insufficient engine oil lubrication  
26 channels constitute a safety issue that triggered Defendants’ duty to disclose the safety  
27 issue to consumers.

1           171. These acts and practices have deceived Plaintiff Creps and are likely to  
2 deceive the public. In failing to disclose the defect and suppressing other material facts  
3 from Plaintiff Creps and the Class Members, Defendants breached their duties to disclose  
4 these facts, violated Maine's Unfair Trade Practices Act, and caused injuries to Plaintiff  
5 Creps and the Class Members. The omissions and acts of concealment by Defendants  
6 pertained to information that was material to Plaintiff Creps and the Class Members, as it  
7 would have been to all reasonable consumers.

8           172. The injuries suffered by Plaintiff Creps and the Class Members are greatly  
9 outweighed by any potential countervailing benefit to consumers or to competition, nor are  
10 they injuries that Plaintiff Creps and the Class Members should have reasonably avoided.

11           173. The facts concealed or not disclosed by Defendants to Plaintiff Creps and the  
12 Class Members are material in that a reasonable consumer would have considered them to  
13 be important in deciding whether to purchase Defendants' Class Vehicles or pay a lesser  
14 price. Had Plaintiff Creps and the Class known about the defective nature of the Class  
15 Vehicles and their engines, they would not have purchased the Class Vehicles or would  
16 have paid less for them.

17           174. Plaintiff Creps' and the other Class Members' injuries were proximately  
18 caused by Defendant's fraudulent and deceptive business practices.

19           175. Plaintiff Creps has provided Defendants with notice of these violations  
20 pursuant to Me. Rev. Stat. Ann. tit. 5, § 213(1-A).

21           176. Plaintiff seeks all relief available under Maine's Unfair Trade Practices Act,  
22 including the recovery of attorneys' fees and costs pursuant to Me. Rev. Stat. Ann, tit. 5, §  
23 213(2).

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**FIFTH CAUSE OF ACTION**  
**BREACH OF EXPRESS WARRANTY**

**(On Behalf of the Nationwide Class or, Alternatively, the California Class and  
Maine Class)**

177. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

178. Plaintiffs bring this claim on behalf of themselves and on behalf of the Nationwide Class or, alternatively, on behalf of each of the state subclasses.

179. Defendants provided all purchasers and lessees of the Class Vehicles with the express warranties described herein, which became part of the basis of the bargain. Accordingly, Defendants' warranties are express warranties under state law.

180. The parts affected by the defect, including the rotating assembly and engine block, were distributed by Defendants in the Class Vehicles and are covered by the warranties Defendants provided to all purchasers and lessors of Class Vehicles.

181. Defendants breached these warranties by selling and leasing Class Vehicles with the defect, requiring repair or replacement within the applicable warranty periods, and refusing to honor the warranties by providing free repairs or replacements during the applicable warranty periods.

182. Plaintiffs notified Defendants of the breach within a reasonable time, and/or were not required to do so because affording Defendants a reasonable opportunity to cure their breaches of written warranty would have been futile. Defendants also knew of the defect and yet have chosen to conceal it and to fail to comply with their warranty obligations.

183. As a direct and proximate cause of Defendants' breach, Plaintiffs and the other Class Members bought or leased Class Vehicles they otherwise would not have, overpaid for their vehicles, did not receive the benefit of their bargain, and their Class Vehicles suffered a diminution in value. Plaintiffs and Class Members have also incurred and will

1 continue to incur costs related to the diagnosis and repair of the defective connecting rod  
2 bearings and insufficient engine oil lubrication channels.

3 184. Defendants' attempt to disclaim or limit these express warranties vis-à-vis  
4 consumers is unconscionable and unenforceable under the circumstances here.  
5 Specifically, Defendants' warranty limitation is unenforceable because they knowingly  
6 sold a defective product without informing consumers about the defect.

7 185. The time limits contained in Defendants' warranty period were also  
8 unconscionable and inadequate to protect Plaintiffs and members of the Class. Among  
9 other things, Plaintiffs and Class Members had no meaningful choice in determining these  
10 time limitations, the terms of which unreasonably favored Defendants. A gross disparity in  
11 bargaining power existed between Defendants and the Class Members, and Defendants  
12 knew or should have known that the Class Vehicles were defective at the time of sale and  
13 would fail well before their useful lives.

14 186. Plaintiffs and the Class Members have complied with all obligations under the  
15 warranty, or otherwise have been excused from performance of said obligations as a result  
16 of Defendants' conduct described herein.

17 **SIXTH CAUSE OF ACTION**

18 **BREACH OF IMPLIED WARRANTY**

19 **(On Behalf of the Nationwide Class or, Alternatively, the California Class and**  
20 **Maine Class)**

21 187. Plaintiffs and the Class incorporate by reference each preceding and  
22 succeeding paragraph as though fully set forth at length herein.

23 188. Plaintiffs bring this claim on behalf of themselves and on behalf of the  
24 Nationwide Class or, alternatively, on behalf of each of the state subclasses.

25 189. Defendants were at all relevant times the manufacturer, distributor, warrantor,  
26 and/or seller of the Class Vehicles. Defendants knew or had reason to know of the specific  
27 use for which the Class Vehicles were purchased.  
28

1           190. Defendants provided Plaintiffs and the other Class members with an implied  
2 warranty that the Class Vehicles and any parts thereof are merchantable and fit for the  
3 ordinary purposes for which they were sold. However, the Class Vehicles are not fit for  
4 their ordinary purpose of providing reasonably reliable and safe transportation at the time  
5 of sale or thereafter because, *inter alia*, the Class Vehicles and their engines suffered from  
6 defective connecting rod bearings and insufficient engine oil lubrication channels at the  
7 time of sale that causes the vehicles to experience premature and catastrophic engine  
8 failure. Therefore, the Class Vehicles are not fit for their particular purpose of providing  
9 safe and reliable transportation.

10           191. Defendants impliedly warranted that the Class Vehicles were of merchantable  
11 quality and fit for such use. This implied warranty included, among other things: (i) a  
12 warranty that the Class Vehicles and their engines were manufactured, supplied,  
13 distributed, and/or sold by Defendants were safe and reliable for providing transportation  
14 and would not experience premature and catastrophic engine failure; and (ii) a warranty  
15 that the Class Vehicles and their engines would be fit for their intended use while the Class  
16 Vehicles were being operated.

17           192. Contrary to the applicable implied warranties, the Class Vehicles and their  
18 engines at the time of sale and thereafter were not fit for their ordinary and intended purpose  
19 of providing Plaintiffs and the other Class Members with reliable, durable, and safe  
20 transportation. Instead, the Class Vehicles suffer from a defective design(s) and/or  
21 manufacturing defect(s).

22           193. Defendants' actions, as complained of herein, breached the implied warranty  
23 that the Class Vehicles were of merchantable quality and fit for such use.

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**SEVENTH CAUSE OF ACTION**

**BREACH OF WRITTEN WARRANTY UNDER THE MAGNUSON-MOSS  
WARRANTY ACT (15 U.S.C. § 2301, *et seq.*)**

**(On behalf of the Nationwide Class or, Alternatively, the California Class, and  
Maine Class)**

194. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

195. Plaintiffs bring this claim on behalf of themselves and on behalf of the Nationwide Class or, alternatively, on behalf of the state subclasses.

196. Plaintiffs and the Class are “consumers” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

197. Defendants are suppliers and warrantors within the meaning of 15 U.S.C. §§ 2301(4)-(5).

198. The Class Vehicles are “consumer products” within the meaning of 15 U.S.C. § 2301(1).

199. Defendants’ 5 year/60,000 miles Basic Warranty and 10 year/100,000 miles Powertrain Warranty are “written warranties” within the meaning of 15 U.S.C. § 2301(6).

200. Defendants breached the express warranties by:

- a. Providing a 5 year/60,000 miles Basic Warranty and a 10 year/100,000 miles Powertrain Warranty with the purchase or lease of the Class Vehicles, thereby warranting to repair or replace any part defective in material or workmanship at no cost to the owner or lessee;
- b. Selling and leasing Class Vehicles with engines that were defective in materials and/or workmanship, requiring repair or replacement within the warranty period; and
- c. Refusing and/or failing to honor the express warranties by repairing or replacing, free of charge, the engine or any of its

1 component parts in order to remedy the defective connecting  
2 rod bearings and insufficient engine oil lubrication channels.

3 201. Plaintiffs and the other Class Members relied on the existence and length of  
4 the express warranties in deciding whether to purchase or lease the Class Vehicles.

5 202. Defendants' breach of the express warranties has deprived Plaintiffs and the  
6 other Class Members of the benefit of their bargain.

7 203. The amount in controversy of Plaintiffs' individual claims meets or exceeds  
8 the sum or value of \$25.00. In addition, the amount in controversy meets or exceeds the  
9 sum or value of \$50,000 (exclusive of interests and costs) computed on the basis of all  
10 claims to be determined in this suit.

11 204. Defendants have been afforded a reasonable opportunity to cure their breach  
12 of the written warranties and/or Plaintiffs and the other Class Members were not required  
13 to do so because affording Defendants a reasonable opportunity to cure their breach of  
14 written warranties would have been futile. Defendants were also on notice of the alleged  
15 defect from the complaints and service requests it received from Class Members, as well  
16 as from their own warranty claims, customer complaint data, and/or parts sales data.

17 205. As a direct and proximate cause of Defendants' breach of the written  
18 warranties, Plaintiffs and the other Class Members sustained damages and other losses in  
19 an amount to be determined at trial. Defendants' conduct damaged Plaintiffs and the other  
20 Class Members, who are entitled to recover actual damages, consequential damages,  
21 specific performance, diminution in value, costs, including statutory attorney fees and/or  
22 other relief as deemed appropriate.

23 **EIGHTH CAUSE OF ACTION**

24 **COMMON LAW FRAUD**

25 **(On Behalf of the Nationwide Class or, Alternatively, the California Class and**  
26 **Maine Class)**

27 206. Plaintiffs and the Class incorporate by reference each preceding and  
28 succeeding paragraph as though fully set forth at length herein.

1           207. Plaintiffs bring this claim on behalf of themselves and on behalf of the  
2 Nationwide Class or, alternatively, on behalf of the state subclasses.

3           208. Defendants made material omissions concerning a presently existing or past  
4 fact. For example, Defendants did not fully and truthfully disclose to their customers the  
5 true nature of the inherent defect with the GDI Engine, which was not readily discoverable  
6 until years later, often after the New Vehicle Limited Warranty or the Powertrain Warranty  
7 has expired. As a result, Plaintiffs and the other Class Members were fraudulently induced  
8 to lease and/or purchase the Class Vehicles with the said defect and all of the resultant  
9 problems.

10           209. These omissions were made by Defendants with knowledge of their falsity,  
11 and with the intent that Plaintiffs and the Class Members rely on them.

12           210. Plaintiffs and the Class Members reasonably relied on these omissions, and  
13 suffered damages as a result.

14                                   **NINTH CAUSE OF ACTION**

15                   **BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING**

16           **(On Behalf of the Nationwide Class or, Alternatively, the California Class and**  
17                                   **Maine Class)**

18           211. Plaintiffs and the Class incorporate by reference each preceding and  
19 succeeding paragraph as though fully set forth at length herein.

20           212. Plaintiffs bring this claim on behalf of themselves and on behalf of the  
21 Nationwide Class or, alternatively, on behalf of the state subclasses.

22           213. All contracts in California and Maine contain an implied covenant of good  
23 faith and fair dealing. The implied covenant of good faith and fair dealing is an independent  
24 duty and may be breached even if there is no breach of a contract's express terms.

25           214. Defendants breached the covenant of good faith and fair dealing by, *inter alia*,  
26 failing to notify Plaintiffs and Class Members of the defective connecting rod bearings and  
27 insufficient engine oil lubrication channels in the Class Vehicles, and failing to fully and  
28 properly repair this defect.

1           215. Defendants acted in bad faith and/or with a malicious motive to deny Plaintiffs  
2 and the Class Members some benefit of the bargain originally intended by the parties,  
3 thereby causing them injuries in an amount to be determined at trial.

4                                   **TENTH CAUSE OF ACTION**

5                   **VIOLATION OF THE SONG-BEVERLY ACT – BREACH OF IMPLIED**  
6                   **WARRANTY**

7                                   **(Cal. Civ. Code §§ 1792, 1791.1, *et seq.*)**

8                   **(On Behalf of the Nationwide Class or, Alternatively, the California Class and**  
9                   **Maine Class)**

10           216. Plaintiffs and the Class incorporate by reference each preceding and  
11 succeeding paragraph as though fully set forth at length herein.

12           217. Plaintiffs bring this claim on behalf of themselves and on behalf of the  
13 Nationwide Class or, alternatively, on behalf of the state subclasses.

14           218. At all relevant times hereto, Defendants were the manufacturer, distributor,  
15 warrantor, and/or seller of the Class Vehicles. Defendants knew or should have known of  
16 the specific use for which the Class Vehicles were purchased.

17           219. Defendants provided Plaintiffs and the Class Members with an implied  
18 warranty that the Class Vehicles, and any parts thereof, are merchantable and fit for the  
19 ordinary purposes for which they were sold. The Class Vehicles, however, are not fit for  
20 their ordinary purpose because, *inter alia*, the Class Vehicles and their engines suffered  
21 from an inherent defect at the time of sale that causes the Class Vehicles to experience  
22 premature and catastrophic engine failure.

23           220. The Class Vehicles are not fit for the purpose of providing safe and reliable  
24 transportation because of the defect.

25           221. Defendants impliedly warranted that the Class Vehicles were of merchantable  
26 quality and fit for such use. This implied warranty included, *inter alia*, the following: (i) a  
27 warranty that the Class Vehicles and their engines were manufactured, supplied,  
28 distributed, and/or sold by Defendants were safe and reliable for providing transportation

1 and would not prematurely and catastrophically fail; and (ii) a warranty that the Class  
2 Vehicles and their engines would be fit for their intended use – providing safe and reliable  
3 transportation – while the Class Vehicles were being operated.

4 222. Contrary to the applicable implied warranties, the Class Vehicles and their  
5 engines at the time of sale and thereafter were not fit for their ordinary and intended  
6 purpose. Instead, the Class Vehicles are defective, including, but not limited to, the engine  
7 defect and/or manufacture of the GDI Engines.

8 223. Defendants' actions, as complained of herein, breached the implied warranty  
9 that the Class Vehicles were of merchantable quality and fit for such use in violation of  
10 California Civil Code §§ 1792 and 1791.1.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiffs, on behalf of themselves and members of the Class,  
13 respectfully request that this Court:

- 14 A. determine that the claims alleged herein may be maintained as a class action  
15 under Rule 23 of the Federal Rules of Civil Procedure, and issue an order  
16 certifying one or more Classes as defined above;
- 17 B. appoint Plaintiffs as the representatives of the Classes and their counsel as Class  
18 counsel;
- 19 C. award all actual, general, special, incidental, statutory, punitive, and  
20 consequential damages and restitution to which Plaintiffs and the Class Members  
21 are entitled;
- 22 D. award pre-judgment and post-judgment interest on such monetary relief;
- 23 E. grant appropriate injunctive and/or declaratory relief, including, without  
24 limitation, an order that requires Defendants to repair, recall, and/or replace the  
25 Class vehicles and to extend the applicable warranties to a reasonable period of  
26 time, or, at a minimum, to provide Plaintiffs and Class Members with appropriate  
27 curative notice regarding the existence and cause of the engine defect;
- 28

1 F. award reasonable attorneys' fees and costs; and

2 G. grant such further relief that this Court deems appropriate.

3 Dated: February 2, 2018

Respectfully submitted,

4 By: /s/ David C. Wright

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6 David C. Wright

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Attorneys for Plaintiffs and Putative Class

**JURY DEMAND**

Plaintiffs, on behalf of themselves and the putative Class, demand a trial by jury on all issues so triable.

MCCUNE WRIGHT AREVALO LLP

By: /s/ David C. Wright  
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